CERTIFIED COPY OF ORDER

STATE OF MISSOURI
County of Boone

January Session of the January Adjourned

Term. 20 16

In the County Commission of said county, on the

14th

day of

January

20 16

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

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

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

Done this 14th day of January, 2016.

ATTEST:

Wendy S. Woren

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Karen M. Miller

District I Commissioner

Jane M. Thompson

District II Commissioner

Boone County Purchasing

Jacob M. Garrett Buyer



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

MEMORANDUM

TO:

Boone County Commission

FROM:

Jacob M. Garrett December 1, 2015

DATE: RE:

State of Missouri Cooperative Contract for C316030001 - Fluorescent

Bulb and Non-Rechargeable Battery Recycling

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

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

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

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

cc:

Contract File

Bob Davidson, Facilities Maintenance

Greg Edington, Public Works

Gary German, Sheriff Department

Commission Order # 21-2016

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

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

- 1. Contract Documents This agreement shall consist of this Purchase Agreement for Fluorescent Bulb and non-Rechargeable Battery Recycling Services, in compliance with all bid specifications and any addendum issued for the State of Missouri Contract C316030001 as well as the Work Authorization Certification and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this purchase agreement and the State of Missouri Contract C316030001 shall prevail and control over the vendor's bid response.
- 2. **Purchase** The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, Fluorescent Bulb and Non-Rechargeable Battery Recycling as identified and responded to in the Contractor's Bid Response and in the attached State of Missouri contract. Service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the State of Missouri contract, as needed and as ordered by the County.
- 3. Contract Duration This agreement shall commence on the date written above and extend through October 31, 2016 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for three (3) additional one year periods subject to the pricing clauses in the contractor's RFB response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
- 4. **Delivery** Contractor agrees to deliver the Fluorescent Bulb and non-Rechargeable Battery Recycling Services per the bid specifications.
- 5. *Billing and Payment* All billing shall be invoiced to the Facilities Maintenance Department, Room 205, 601 E. Walnut St., Columbia, MO 65201 and billings may only include the prices listed in the Vendor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Vendor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
- 6. **Binding Effect** This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 7. **Entire Agreement** This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

- 8. **Termination** This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
 - c. If appropriations are not made available and budgeted for any calendar year.

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

BOONE COUNTY, MISSOURI
by: Boone County Commission
Daniel K. Awill, Presiding Commissioner
ATTEST:
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Signature by cy Date Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

- 1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
- 2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
- 3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for resubmittal at the new date and time of bid closing.
- 5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
- 6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
- 7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
- 8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
- 9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
- 10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
- 11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
- 12. No bid transmitted by fax machine or e-mail will be accepted.
- 13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
- 14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
- 15. The County, from time to time, uses federal grant funds for the procurement of goods and services.

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

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

NOTIFICATION OF STATEWIDE CONTRACT

November 5, 2015

CONTRACT TITLE:

Fluorescent Bulb and Non-Rechargeable Battery Recycling Services

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

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

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

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

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

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

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

STATEWIDE CONTRACT HISTORY

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

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

1.1 General Requirements:

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

1.2 Performance Requirements:

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

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

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

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

1.3 Reporting Requirements:

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

1.4 Invoicing and Payment Requirements:

- 1.4.1 Prior to any payments becoming due under the contract, the contractor must return a completed State of Missouri Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx.
 - a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
 - b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:

https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx

- 1.4.2 Invoicing The contractor shall submit a monthly itemized invoice to each utilizing state agency for the actual services provided during the month. Each invoice shall be itemized by the date of pickup, the location of pickup, the quantity and types of fluorescent bulbs and non-rechargeable batteries received by the contractor, the number and size of shipping containers received by the contractor, and the applicable firm, fixed prices stated on the Pricing Pages of the contractor's awarded proposal.
 - a. The contractor shall include the bill of lading and the COR with the monthly invoice.
 - b. In the event the contractor waits for state agency personnel to finish preparing a shipment for pickup or the contractor waits for state agency personnel to be available to sign shipping documents and such time is in excess of one (1) hour, the contractor shall invoice for stand-by time in accordance with the firm, fixed stand-by hourly price stated on the Pricing Pages of the contractor's awarded proposal. Such time shall be pro-rated in one-quarter hour increments.
 - c. In the event the total cost of a pickup at a state agency is less than the minimum charge amount stated on the Pricing Pages of the contractor's awarded proposal, the contractor shall invoice for the minimum charge amount in lieu of the applicable firm, fixed prices stated on the Pricing Pages of the contractor's awarded proposal.

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

1.5 Missouri Statewide Contract Quarterly Administrative Fee:

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

1.6 Missouri Statewide Contract Quarterly Administrative Fee Report:

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

- 1.6.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, and December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing and Materials Management (DPMM) no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.
- 1.6.3 The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following DPMM website: http://oa.mo.gov/purchasing/vendor-information. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as Attachment 1. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one (1) of the following methods:
 - a. <u>Mail</u>: Division of Purchasing and Materials Management, P.O. Box 809, Jefferson City MO 65102-0809

OR

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

- b. **Fax:** (573) 526-9815
- c. Email: ereports@oa.mo.gov
- 1.6.4 The contractor shall agree that the Division of Purchasing and Materials Management reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing and Materials Management may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing and Materials Management, the contractor shall comply with all contractual terms, as amended.

1.7 Missouri Statewide Contract Quarterly Usage Report:

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

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

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

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

1.8 Other Contractual Requirements:

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

- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 1.8.2 Contract Period The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 1.8.3 Renewal Periods If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Pages of the contract.
 - a. If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. In addition, the contractor shall understand and agree that any renewal period increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.
- 1.8.4 Termination The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

1.8.5 Transition:

- a. Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
- b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency.
- 1.8.6 Contractor Liability The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 1.8.7 Insurance The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.
 - a. In the event any insurance coverage is canceled, the state agency must be notified within thirty (30) calendar days.
- 1.8.8 Subcontractors Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
 - a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
 - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
 - c. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:
 - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
 - 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- 1.8.9 Participation by Other Organizations The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal.

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

1.8.11 Authorized Personnel:

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

- d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; and
 - 2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; and
 - 3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.
- 1.8.12 Contractor Status The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 1.8.13 Coordination The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.
- 1.8.14 Property of State All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

1.8.15 Confidentiality:

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

1.8.16 Contractor Equipment Use:

- a. Title to any equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.
- b. The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.
- 1.8.17 Commercial Drivers License The contractor and the contractor's drivers who, in the provision of services under the contract: (1) operate any single vehicle with a Gross Vehicle Weight Rating (GVWR) of over 26,000 pounds or any combination vehicle with a Gross Combination Weight Rating of over 26,000 pounds provided the Gross Vehicle Weight Rating of the vehicle(s) being towed is in excess of 10,000 pounds, (2) operate any size vehicle which requires hazardous materials placards, (3) operate any vehicle designed to transport more than 15 persons (including the driver) transports more than 15 persons, or (4) engage in any other activity outlined in the Commercial Motor Vehicle Safety Act, must comply with all other requirements in the Commercial Motor Vehicle Safety Act. The contractor must submit proof or verification of compliance with such Act to the state agency no later than 30 calendar days after award of the contract.
- **1.9 Federal Funds Requirements -** The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:
- 1.9.1 Applicable Laws and Regulations In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments.
 - a. Uniform Administrative Requirements OMB Circular A-102 Grants and Cooperative Agreements with State and Local Governments; and 2 CFR 215 Grants and Other Agreements with Institutions of Higher Learning, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).
 - b. Cost Principles:
 - 1) 2 CFR 225 State, Local and Indian Tribal Governments (OMB Circular A-87);
 - 2) 2 CFR 230 Non-Profit Organizations (OMB Circular A-122);
 - 3) 2 CFR 220 Educational Institutions (OMB Circular A-21);
 - 4) 48 CFR 31.2 For-Profit Organizations; and
 - 5) 45 CFR 74 Appendix E Hospitals.
- 1.9.2 Steven's Amendment In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
 - a. The percentage of the total costs of the program or project which will be financed with Federal funds;
 - b. The dollar amount of Federal funds for the project or program; and
 - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 1.9.3 The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth.

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

- 1.9.4 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and OMB Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the state agency each contract year if applicable. The contractor shall return to the state agency any funds disallowed in an audit of the contract.
- 1.9.5 The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- 1.9.6 The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.9.7 The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 1.9.8 If the contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.
- 1.9.9 The contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement:

(http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf)

- 1.9.10 The contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104), as amended.
- 1.9.11 The contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations. The contractor shall report any conviction of the contractor's personnel under a criminal drug statute for violations occurring on the contractor's premises or off the contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the conviction.
- 1.9.12 Contractor Whistleblower Protections:
 - a. The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
 - b. The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
 - c. The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.
- 1.9.13 Non-Discrimination and ADA The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

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

PRICING PAGES (c/s code 92659)

Fluorescent Bulb and Non-Rechargeable Battery Recycling Services:

	luorescent Bulb and Non-Rechargeable Battery Recycling Services: Firm, Fixed Price				
	Fluor	escent Bulbs			
Description Quantity 1001				T	
Description	0-250	251-500	501-1000	1001+	
Straight Fluorescent	\$0.0525 per foot Line Item 001	\$0.0525 per foot Line Item 002	\$0.0525 per foot Line Item 003	\$0.0525 per foot Line Item 004	
Utube/Circular	\$0.32 per each Line Item 005	\$0.32 per each Line Item 006	\$0.32 per each Line Item 007	\$0.32 per each Line Item 008	
HID/Mercury/Halide/Sodium	\$0.75 per each Line Item 009	\$0.75 per each Line Item 010	\$0.75 per each Line Item 011	\$0.75 per each Line Item 012	
Compacts	\$0.38 per each Line Item 013	\$0.38 per each Line Item 014	\$0.38 per each Line Item 015	\$0.38 per each Line Item 016	
Shatter-Shield/Power Groove	\$0.90 per each Line Item 017	\$0.90 per each Line Item 018	\$0.90 per each Line Item 019	\$0.90 per each Line Item 020	
Incandescent	\$0.15 per each Line Item 021	\$0.15 per each Line Item 022	\$0.15 per each Line Item 023	\$0.15 per each Line Item 024	
PCB Ballast		per p	9.72 Dound Jem 025		
Broken Fluorescent	\$0.53 per pound Line Item 026				
Non-PCB Ballast		per p	0.25 bound dem 027		
	Non-Recha	rgeable Batteries			
Lithium/Mercury	\$4.25 per pound Line Item 028				
Silver-Oxide	\$4.20 per pound Line Item 029				
Alkaline/Single-Use	\$0.60 per pound Line Item 030				

Stand-By Time:

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

Minimum Charge:

Description	Firm, Fixed Price
Minimum Charge	\$360.00
	Line Item 032

Description	Firm, Fixed Percentage Discount		
Percent Discount	0%		
	Line Item 033		

RecyclePak® Fluorescent Lamp Recycling Containers

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

SKU	Name	Dimensions	Style	Capacity / QTY	Cost (EA)
Supply-043	Medium 4ft Fluorescent Lamp Recycling Box	8.5"x8.5"x48"	Box with Internal Corrugated Tube and (5.5 Mil) Vapor- Barrier Liner	30 T12 / 72 T8 4ft straight fluorescent lamps, misc. 4ft T5 straight lamps, misc. 4ft straight LED lamps and misc. u-tube lamps.* (UN Rated Weight-34 lbs.)	\$40.75
Supply-044	Medium 8ft Fluorescent Lamp Recycling Box	6"x6"x96"	Box with Internal Corrugated Tube and (5.5 Mil) Vapor- Barrier Liner	16 T12/39 T8 8ft straight fluorescent lamps, misc. 8ft T5 straight lamps, and misc. 8ft straight LED lamps.* (UN Rated Weight-35 lbs.)	\$55.75
Supply-065	Large 4ft Fluorescent Lamp Recycling Box	12"x12"x48"	Box with Internal Corrugated Tube and (5.5 Mil) Vapor- Barrier Liner	68 T12 / 146 T8 4ft straight fluorescent lamps, misc. 4ft T5 straight lamps, misc. 4ft straight LED lamps and misc. u-tube lamps.* (UN Rated Weight-66 lbs.)	\$66.00
Supply-068	5 Gal Mixed Lamp Recycling Pail	Top Dia: 11.45" Bottom Dia: 10.15" Height: 14.09"	HDPE Pail with (4) Mil Poly Liner and Locking Lid	55 lbs. or 45-90 small to medium CFLs or LEDs.* (UN Rated Weight-55 lbs.)	\$55.50
Supply-098	Small 4ft Fluorescent Lamp Recycling Box	6"x6"x48"	Box with Internal Corrugated Tube and (5.5 Mil) Vapor- Barrier Liner	16 T12 / 39 T8 4ft straight fluorescent lamps, misc. 4ft T5 straight lamps, and misc. 4ft straight LED lamps.* (UN Rated Weight-17 lbs.)	\$32.25
Supply-123	Consumer CFL Recycling Box	6"x6"x6"	Box with (4 Mil) Poly Liner	6-8 medium CFLs or LEDs or 12 small CFLs	\$20,75
Supply-126	2ft Mixed Lamp Recycling Box	16"x16"x25"	Box with Internal Corrugated Tube and (5.5 Mil) Vapor- Barrier Liner	22 T12 / 32 T8 u-tube lamps, misc. amounts of high intensity discharge lamps, up to 250 compact fluorescent lamps or small LED lamps.* (UN Rated Weight-58 lbs.)	\$71.00
Supply-144	Bulk Lamp Recycling Kit	40"x48"x51"	Pallet-Sized Box with (4) Internal Corrugated Tubes and (4 Mil) Poly Liners	800 T12 or 1600 T8 4ft straight lamps or 360 400w HIDs or 312 T12 or 480 T8 u-tubes	\$740.00
Supply-190	Large 8ft Fluorescent Lamp Recycling Box	8"x 8"x96"	Box with Internal Corrugated Tuhe and (5.5 Mil) Vapor- Barrier Liner	25 T12 / 57 T8 8ft straight fluorescent lamps, misc. 8ft T5 straight lamps, and misc. 8ft straight LED lamps.* (UN Rated Weight-61 lbs.)	\$74.00
Supply-191	Large U-tube, HID Lamp Recycling Box	22"x22"24"	Box with Internal Corrugated Tube and (5.5 Mil) Vapor- Barrier Liner	46 T12 / 81 T8 u-tube lamps, and up to 60 400W HIDs.* (UN Rated Weight-54 lbs.)	\$71,00
Supply-192	Medium CFL Recycling Box	15"x15"x15"	Box with Internal Corrugated Tube and (5.5 Mil) Vapor- Barrier Liner	150 small spiral compact fluorescent lamps, 525 2-pin compact fluorescent lamps, 265 4- pin compact fluorescent lamps, misc. incandescent and LED lamps.* (UN Rated Weight-37 lbs.)	\$59.00
Supply-253	Small CFL Drop Box	Outer: 13"x13"x9" Inner: 11"x11"x7"	Corrugated Display with Inner Collection Box	35 small spiral CFLs	\$43.00

SKU	Name	Dimensions	Style	Capacity / QTY	Cost (EA)
Supply-261	Cubic Yard Mixed Lamps Recycling Kit	36"x36"x36"	Double-walled corrugated cubic yard box with pallet base	2700 CFLs or 525 lbs, of mixed lamps, DO NOT EXCEED 525 lbs, when placing lamps into this container.	\$915.00
Supply-276	Crushed Lamps Prepaid Recycling Stamp	To be used with a 55 Gallon Steel Drum	8.5"x11" preprinted label	550 lbs. of crushed linear fluorescent lamps (contained in 55 gal steel drum)	\$475.00
Supply-277	4ft Linear Lamp Prepaid Recycling Stamp	To be used with a pallet of 4ft lamps	8.5"x11" preprinted label	900 T12 or 1800 T8 4ft linear fluorescent lamps	\$600.00
Supply-278	8ft Linear Lamp Prepaid Recycling Stamp	To be used with a pallet of 8ft lamps	8,5"x11" preprinted label	900 T12 or 1800 T8 8ft linear fluorescent lamps	\$1,050.00

RecyclePak® Ballast Recycling Containers

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

SKU	Name	Dimensions	Style	Capacity / QTY	Cost (EA)
Supply-040	5 Gal Lamp Ballast Recycling Pail	Top Dia: 11.45" Bottom Dia: 10.15" Height: 14.09"	HDPE Pail with (4 Mil) Poly Liner and Locking Lid	55 lbs. TSCA-exempt PCB and non PCB magnetic and electronic lamp ballast	\$84.00
Supply-193	6.5 Gal Lamp Ballast Recycling Pail	Top Dia: 11.45" Bottom Dia: 10" Height: 18.3"	HDPE Pail with (4 Mil) Poly Liner and Locking Lid	66 lbs, TSCA-exempt PCB and non PCB magnetic and electronic lamp ballast	\$87.00
Supply-263	Flexible 30 Gal Ballast Recycling Drum	17.5"x17.5"x27"	Polypropylene flexible drum with corrugated inserts	250 Lbs. of TSCA-exempt PCB or non-PCB lamp ballast	\$355,00

RecyclePak® Battery Recycling Containers

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

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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

14th

day of

January

20

16

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

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

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

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

Done this 14th day of January, 2016.

ATTEST:

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Karen M. Miller

District I Commissioner

Janet M. Thompson

District II Commissioner

Boone County Purchasing

Cheli Haley Buyer



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

MEMORANDUM

TO:

Boone County Commission

FROM: DATE:

Cheli Haley, Buyer January 6, 2016

RE:

Bid Award Recommendation

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

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

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

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

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

		5.5.	Delivery Pricing	- C	rushed Stor	ie A	ggregate (N	lot (Chip Seal)			(4)	7, 20, 20, 20, 20	X,				7		A.	
Distance (Miles) S/Ton			, , , , , , , , , , , , , , , , , , ,		W7-T.		201 11	Es es		V			20.2	(C)\$	and the second	(2.88) (2.88)			500-75 A-77 USS		I
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Solution Solution	est	5.5.5.				-		_				\$			5.60	_		_	5.86	\$	5.99
Solution Solution	i i de	5.5.6.			5.85	\$	5.85	\$		-		\$	5.85	\$	6.10	\$	6.23	\$	6.36	\$	6.49
Solution Solution	를 를	5.5.7.	30 - <35	\$	6.50	\$		\$	6.50	\$		\$	6.50	\$		\$	6.88	\$	7.01	\$	7.14
Section Sect	Sou	5.5.8.	35 - <40	\$	7.35	\$	7.35	\$	7.35	\$	7.35	\$	7.35	\$	7.55	\$	7.68	\$	7.81	\$	7.94
Section Sect	Ais	5.5.9.	Total	\$	39.55	\$	39.55	\$	39.55	\$	39.55	\$	39.55	\$	41.06	\$	42.09	\$	43.10	\$	44.11
Section Sect	<u> </u>	5.6.	Renewal Pricing I	ner	eases for Se	ctio		Ķ.			de de la					iz da nama		, 100 julija		S	
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Section Sect	<u>-</u>	5.5.3.	10 - <15	\$	3.90	\$	3.90	\$	3.90	\$	3.90	\$	3.90	\$	4.06	\$	4.19	\$	4.32	\$	4.45
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0		-	\$ 5.37		5.42	\$ 5.4	-	5.52	\$	5.58	\$	5.72	\$	5.82	\$	5.99	\$	6.10
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erage Bid	5.5.6. 5.5.7.		\$ 5.96 \$ 6.72	_	6.77	\$ 6.87	-	6.87	\$	6.93	\$	7.09	\$	7.19	\$	7.37	\$	7.49

A	5.5.8.	35 - <40	\$	7.76	\$	7.81	\$	7.86	\$	7.91	\$	7.97	\$	8.11	\$	8.21	\$	8.39	\$ 8.51
	5.5.9.	Total	\$	40.03	\$	40.48	\$	40.88	\$	41.32	\$	41.77	\$	42.83	\$	43.69	\$	44.92	\$ 45.85
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	5.6.2.	2nd Renewal Terr	m			7.4	%		`			5		;			· · · · · · · · ·		

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

THIS AGREEMENT dated the 14th day of lawww, 2616 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Mid-Missouri Limestone, Inc. (Riggs Quarry) herein "Contractor."

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

- 1. Contract Documents This agreement shall consist of this Purchase Agreement for Crushed Stone Aggregate and Chip Seal Products Term and Supply, County of Boone Request for Bid #76-30NOV15, Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Attachment A, Percent Passing Sieve Sizes, and Attachment B, Current Rock Specification, as well as the Contractor's bid response dated November 30, 2015 and executed by K. Douglas Mertens on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Attachment A, Percent Passing Sieve Sizes, and Attachment B, Current Rock Specification, and the Standard Terms and Conditions, shall prevail and control over the Contractor's bid response.
- 2. Contract Duration The contract period shall be January 1, 2016 through December 31, 2016, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one-year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
- 3. Purchase/Service The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Crushed Stone Aggregate and Chip Seal Products. All products under this contract shall be in conformity with the bid specifications and contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.
- **4.** *Delivery* Contractor agrees to deliver FOB Plant or Destination at the County's discretion as soon as practicable after orders are received to the designated location in conformity with the contract documents for the specific items bid and awarded to Contractor. Any items not conforming to bid specifications may be rejected by County, whether at the time of delivery or at any time prior to use, and returned to Contractor at Contractor's expense.
- 5. Billing and Payment All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days after receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

- **6.** *Binding Effect* This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 7. Entire Agreement This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- **8.** *Termination* This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
 - c. If appropriations are not made available and budgeted for any calendar year.

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

MID-MISSOURI LIMESTONE, INC.	BOONE COUNTY, MISSOURI
(Riggs Quarry)	
5/hi N	
by ////	by: Boone County Commission
title Secretary Trusmer	Daniel (/ Kh-11)
	Daniel K. Atwill, Presiding Commissioner
address P.O. Box 52	
Kingdom City No 65262	
Kingasm Cing Pib 05 CVC	
APPROVED AS TO FORM:	ATTEST:
has the	Wendy S. Noren, County Clerk
19. De document	Wandy S. Nada County Clark
County Counselor	wendy S. Noren, County Clerk
A UDITOD CEDTIFICATION	
AUDITOR CERTIFICATION	taiont
In accordance with RSMo 50.660, I hereby certify that a suff	
available to satisfy the obligation(s) arising from this contract the terms of the contract do not create a measurable county of	
the terms of the contract do not create a measurable county of	2040-26200/26201 Term/Supply
Jame & Yitchford	17/16 No Encentrance Required
Signature on cex	Date Appropriation Account
	\mathcal{U}

5. RESPONSE FORM

5.1. Company Information

Name: Mid-Missouri Limestone, Inc.	- Riggs Quarry
Address: P.O. Box 52, Kingdom City, MC	0 65262
Phone Number: <u>573-642-1200</u>	Fax Number: <u>573-642-9766</u>
Email:doug@MertensRock.com	Federal Tax ID: 43-1228278
☐ Corporation	
☐ Partnership Name:	
☐ Individual/Proprietorship Name:	
□ Other:	

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

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

^{*}Alternative product meeting MoDOT Specs (non modified).

^{**}Alternative product meeting MoDOT Specs (non modified),

5.3. Chip Seal Pricing: FOB Plant Only

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

^{*}Alternative product meeting MoDOT Specifications (non modified).

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

First Renewal Term: Not greater than 10 %

Second Renewal Term: Not greater than 10 %

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

average price and the sampling spreadsheet used to develop the average.

	Schedule.	TE ALL	B	in const	.DA		11.0	14:34	ille,	H. IAI
	Fuel Price	<\$1.75 	\$1.75 - ≤2.00	\$2.00 - ≤2.25	\$2.25 <2.50	\$2.50 2.75	\$2,75 - <3.00	\$3.00 = . -3.25 =	\$3.25 = <3.50	\$3,50 <3,75
Line	Distance (Miles)	\$/ Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton
5.5.1.	0 - <5	2.60	2.60	2.60	2.60	2.60	2.73	2.85	2.95	3.05
5.5.2.	5 - < 10	3.25	3.25	3.25	3.25	3.25	3.38	3.51	3.64	3.77
5.5.3.	10 - <15	3.90	3.90	3.90	3.90	3.90	4.06	4.19	4.32	4.45
5.5.4.	15 - <20	4.70	4.70	4.70	4.70	4.70	4.89	5.02	5.15	5.28
5.5.5.	20 - <25	5.40	5.40	5.40	5.40	5.40	5.60	5.73	5.86	5.99
5.5.6.	25 - <30	5.85	5.85	5.85	5.85	5.85	6.10	6.23	6.36	6.49
5.5.7.	30 - <35	6.50	6.50	6.50	6.50	6.50	6.75	6.88	7.01	7.14
5.5.8.	35 - <40	7.35	7.35	7.35	7.35	7.35	7.55	7.68	7.81	7.94

5.6. Renewal Pricing Increases for Section 5.5.

First Renewal Term: Not greater than 10 %

Second Renewal Term: Not greater than 10 %

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

5.8. Will you honor these prices for any new or acquired plant opened during the contract term? ☐ Yes ☐ No
5.9. Will you provide the material bid above to Boone County after normal working hours, on weekends, and on holidays, if requested? ☐ Yes ☐ No
5.10. Cooperatives Will you honor the submitted prices for use by other entities who participate in cooperative purchasing with Boone County, Missouri? (A negative response to this question will not affect evaluation of your bid.) □ Yes ☒ No
The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.
Authorized Representative (Print Name):K. Douglas Mertens
MM 11/30/15
Signature / Date

PERCENT PASSING SIEVE SIZES

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

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

GOR6X9

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

GQR6X12

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

BOONE COUNTY PUBLIC WORKS CURRENT ROCK SPECIFICATIONS (2004)

1003.2.3

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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

County of Missouri)
State of Callaway)
My name is K. Douglas Mertens. I am an authorized agent of Mid-Missouri
Limestone, Inc. (Bidder). This business is enrolled and participates in a federal work
authorization program for all employees working in connection with services provided to the
County. This business does not knowingly employ any person that is an unauthorized alien in
connection with the services being provided. Documentation of participation in a federal work
authorization program is attached hereto.
Furthermore, all subcontractors working on this contract shall affirmatively state in
writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter
be in violation and submit a sworn affidavit under penalty of perjury that all employees are
lawfully present in the United States.
Affiant 11/30/15 Date
R. Douglas Mertens Printed Name Subscribed and sworn to before me this 30 day of Nov., 2015.
LINDA MARTIN My Commission Expires Notary Public Notary Public

Callaway County
Commission #13541402





Company ID Number: 176715

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CERTIFICATION OF INDIVIDUAL BIDDER

contract, loan, retirent disability benefit, how presence in the Unite	nent, welfare, health bene using benefit or food assis d States. Please indicate	y person applying for or receiving any grant, fit, post secondary education, scholarship, tance who is over 18 must verify their lawful compliance below. Note: A parent or guardian ld who is citizen or permanent resident need not
1.	presence in the United S license, U.S. passport, b.	of documents showing citizenship or lawful tates. (Such proof may be a Missouri driver's irth certificate, or immigration documents). Note: en, verification of lawful presence must occur prior tefit.
2.		documents, but provide an affidavit (copy ow for temporary 90 day qualification.
3.	the State of	eted application for a birth certificate pending in Qualification shall terminate upon receipt determination that a birth certificate does not United States citizen.
Applicant	Date	Printed Name

<u>AFFIDAVIT</u> (Only Required for Individual Bidder Certification Option #2)

State of Missouri)	
)SS. (County of)	
I, the undersigned, being at least eight either a United States citizen or am classified admitted for permanent residence.	nteen years of age, swear upon my oath that I am d by the United States government as being lawfully
Date	Signature
Social Security Number or Other Federal I.D. Number	Printed Name
On the date above writtenfacts contained in the foregoing affidavit are information and belief.	appeared before me and swore that the true according to his/her best knowledge,
	Notary Public
My Commission Expires:	

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

(Please complete and return with Bid)

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

K. Douglas Mertens, Secretary/Treasurer	
Print Name and Title of Authorized Representative	
MMA	11/30/15
Signature	Date

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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



BOONE COUNTY, MISSOURI

Request for Bid #: 76-30NOV15 - Crushed Stone Aggregate and Chip Seal Products

ADDENDUM # 1 - Issued November 20, 2015

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

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

1) The County received a request for current crushed stone aggregate and chip seal pricing. Attached is the current pricing.

By: Jacob M. Garrett Ruyer

Boone County Purchasing

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

Company Name: Mid-Missouri Limestone, Inc.

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

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

E-mail: doug@MertensRock.com

Authorized Representative Signature: M/W Date: 11/30/15

Authorized Representative Printed Name: ___K. Douglas Mertens



BOONE COUNTY, MISSOURI

Request for Bid #: 76-30NOV15 - Crushed Stone Aggregate and Chip Seal Products

ADDENDUM # 2 - Issued November 30, 2015

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

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

1) Addendum 2 shall replace Addendum 1. Please sign and submit Addendum 2 with your Bid Response.

By:

Cheli Haley, Buyer

Boone County Purchasing

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

Company Name:	Mid-Missouri	Limestone,	Inc.
Address:	P.O. Box 52,	Kingdom Ci	ty, MO 65262
Phone Number: _	573-642-1200	Fax Number:	573-642-9766
E-mail: doug	@MertensRock.com		
Authorized Repre	sentative Signature:	1/	Date: 11/30/15
	sentative Printed Name:	V K. Douglas N	***************************************
•			······································



CERTIFICATE OF LIABILITY INSURANCE

01/06/2016

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

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

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S	
Α	Х	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
1		CLAIMS-MADE X OCCUR			CLP3621545	05/31/2015	05/31/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
								MED EXP (Any one person)	\$	5,000
			1 1					PERSONAL & ADV INJURY	\$	1,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
		POLICY PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:							\$	
	AU1	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
Α	X	ANY AUTO			CAP3605401	05/31/2015	05/31/2016	BODILY INJURY (Per person)	\$	
l		ALL OWNED SCHEDULED AUTOS AUTOS						BODILY INJURY (Per accident)	\$	
	X	HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
									\$	
	X	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	10,000,000
Α		EXCESS LIAB CLAIMS-MADE			CUP2808724	05/31/2015	05/31/2016	AGGREGATE	\$	10,000,000
		DED X RETENTION\$ 10000							\$	
		RKERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH-		
Α	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A		WC3621542	05/31/2015	05/31/2016	E.L. EACH ACCIDENT	\$	1,000,000
	(Mar	idatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
DESC	RIPT	ION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	101. Additional Remarks Schedule, may b	e attached if mor	re space is requir	red)		

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

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

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REQUEST FOR BID

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

> Cheli Haley Buyer

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

chaley@boonecountymo.org

BID DATA

INFORMATION

Bid Number: 76-30NOV15

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

SUBMISSION INFORMATION

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

Location: Boone County Purchasing Department

Boone County Annex Building 613 East Ash Street, Room 109

Columbia, MO 65201

OPENING INFORMATION

Date and Time:

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

Location:

Boone County Purchasing Department

Boone County Annex Building 613 East Ash Street, Room 109

Columbia, MO 65201

BID CONTENTS

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

1.1. Invitation - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page and described in greater detail in the following Sections of this Request for Bid.

1.2. Definitions

- 1.2.1. County This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
 - 1.2.1.1. <u>Purchasing</u> The Purchasing Department, including its Purchasing Director and staff.
 - 1.2.1.2. <u>Department(s) or Office(s)</u> The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
 - 1.2.1.3. <u>Designee</u> The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. <u>Bidder / Contractor / Supplier</u> These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
 - 1.2.2.1. <u>Bidder</u> Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
 - 1.2.2.2. <u>Contractor</u> The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
 - 1.2.2.3. <u>Supplier</u> All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. <u>Bid</u> 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. <u>Response</u> The written, sealed document submitted according to the Bid instructions.
- 1.3. BID CLARIFICATION Questions regarding this Bid should be directed in writing, by email or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty-eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations, and bid awards are posted on our web site at:

- <u>www.showmeboone.com</u> *Note:* written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. <u>Bidder Responsibility</u> 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. <u>Bid Addendum</u> If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. AWARD Award shall be made to the Bidder(s) whose offer(s) provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County's needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County. The County also reserves the right to award to multiple vendors.
- 1.5. CONTRACT EXECUTION This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
 - 1.5.1. <u>Precedence</u> In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - a. the provisions of the Contract (as it may be amended);
 - b. the provisions of the Bid;
 - c. the provisions of the Bidder's Response.
- 1.6. CONTRACT PERIOD Term and Supply Contracts resulting from this Bid shall have an initial twelve (12) month contract period beginning January 1, 2016. In the event any provisions of the contract are not fulfilled by the Contractor, and/or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 1.7. Contract Renewal The contract may be renewed by the County for up to an additional two (2) one-year periods unless cancelled by the Purchasing Department Director in writing prior to any renewal period. The unit prices identified on the Response Form shall remain fixed for the identified initial contract period. If the County exercises the option for renewal, the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form. If renewal percentages are <u>not</u> provided, then prices during any renewal period shall be the same as during the initial contract period.

- 1.8. CONTRACT EXTENSION The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 1.9. COMPLIANCE WITH STANDARD TERMS AND CONDITIONS Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.
- 1.10. Non-Collusion Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Missouri or United State law.
- 1.11. CONTRACT DOCUMENTS The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) days of award on contract. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.
- 1.12. PRICING All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs, including but not limited to: taxes, handling, shipping, freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum services or total prices.
- 1.13. Delivery Pricing for delivery or pick up is requested in multiple formats:
 - 1.13.1. Furnish Crushed Stone Aggregate: F.O.B. Point of Origin (Vendor's Plant). The County will pick up and haul crushed stone aggregate from the plan
 - 1.13.2. Furnish and Deliver Crushed Stone Aggregate: F.O.B. Destination. Delivery of crushed stone aggregate to designated Boone County site to include labor and transportation costs.
 - 1.13.3. Chip Seal Products: F.O.B. Point of Origin (Vendor's Plant). The County will pick up and haul chip seal products from plant.

2. CONTRACT CONDITIONS AND REQUIREMENTS

2.1. Insurance

2.1.1. Insurance Requirements - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must

- carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.1.2. Employers Liability and Workers Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Employers Liability and Workers Compensation Insurance for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.
- 2.1.3. Commercial General Liability Insurance The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
 - 2.1.3.1. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- 2.1.4. Business Automobile Liability The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.1.5. Subcontractors Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such

- coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.1.6. Proof of Carriage of Insurance The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- 2.2. INDEMNITY AGREEMENT To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
 - 2.2.1. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.
- 2.3. OVERHEAD LINE PROTECTION The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for contribution against the County on behalf of the

- Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.
- 2.4. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED Contractor shall comply with Missouri State Statute Section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Please return a copy of the Memorandum of Understanding that you will receive following completion of enrollment. This will provide the County the proof of enrollment.
 - 2.4.1. Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
- 2.5. SALES/USE TAX EXEMPTION County will provide the Contractor with a Missouri Tax Exemption letter and, if applicable, a Missouri Project Exemption Certificate for Boone County, Missouri. The Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five (5) years and for compliance with all other terms and conditions of section 144.062 RSMo. not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.6. DESIGNEE Chet Dunn, Road Maintenance Operations Manager, 5551 Tom Bass Road, Columbia, MO 65201.

- 2.7. BILLING AND PAYMENTS The County desires to receive weekly invoices itemizing the job site areas and providing supporting detail for each load that is delivered or picked up in addition to receiving a monthly statement. Computerized billing is preferred. Invoices and monthly statements should be submitted to Boone County Public Works, 5551 Tom Bass Road, Columbia, MO 65201. Payments shall be made within thirty (30) days after receipt of a correct and valid monthly statement.
 - 2.7.1. The billing code used shall be the item number that the vendor normally uses when billing for the designated material. All units shall be stated in tons unless otherwise noted.
 - 2.7.2. Invoices for all contracted work shall include the following information at a minimum:
 - a. County's Contract Number.
 - b. The date, time, and location of the service provided.
 - c. Load details
 - d. Units stated in tons.

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

3. PRIMARY SPECIFICATIONS

- 3.1. Scope of Work It is the intent of the County to secure a Term and Supply contract for the furnishing, delivery, and/or pick-up of crushed stone aggregate and the pick-up of chip seal products as detailed in the following specifications.
- 3.2. Background Information The contract resulting from this Request for Bid will replace contract number 08-14FEB13 that will expire on December 31, 2015. To view past award information, please navigate to Bid Awards on our website at www.showmeboone.come and select 2013. More information that includes the previous Request for Bid and Bid Tabulation can also be found on our website in the 2013 Bid Archives.
- 3.3. QUANTITY All orders shall be made on an "as needed" basis. Quantities for each item in the specifications are approximate quantities for overall County use based on historical data. Quantities purchased from the Contractor will vary according to need within a given area. The County makes no representation or guarantee concerning quantities of rock it will purchase from the Contractor.

3.4. GENERAL INFORMATION:

3.4.1. The County reserves the right to award to more than (1) supplier. The County will purchase products from the plant offering the most competitive pricing as determined by the hauling cost and/or unit price per ton as bid by the vendor. Boone County will evaluate the total cost from each plant and will purchase crushed stone aggregate from the source that constitutes the most economical purchase for the delivery site.

- 3.4.2. The County reserves the right to specify the delivery route to each job. Delivery routes should typically be on paved roads as much as possible. Delivery route mileage may be determined online maps, GIS software, or by odometer. If a vendor has more than one quarry location, delivery would be expected from the closest quarry; however delivery may be made from another location based on vendor operational efficiencies.
- 3.4.3. <u>Crushed Stone Aggregate Technical Specifications</u> Aggregate shall be composed of durable particles of rock. When tested in accordance with AASHTO T96 (American Association of State Highway and Transportation Officials), the percentage of wear shall not exceed as indicated in the tables below. The percentage of deleterious substances shall not exceed the following values and the sum of percentages shall not exceed six (6) percent.
 - 3.4.3.1. Deleterious rock and shale 6.0 percent by weight
 - 3.4.3.2. Mud balls -2.5 percent by weight
 - 3.4.3.3. Other foreign materials -1 percent by weight

3.4.3.4. Abbreviations and Descriptions	AASHTO T96
*see Attachments for additional specifications	Minimum Hardiness
a. RSB (Roll Stone Base)	60
*See Attachment A, % Passing Sieve Sizes	- V-13
b. SR1 (1" Minus Crushed Stone)	45
*See Attachment A, % Passing Sieve Sizes	
c. SR1.5 (1 ½" Minus Crushed Stone)	45
*See Attachment A, % Passing Sieve Sizes	
d. SR2.5 (2 ½" Minus Crushed Stone)	45
*See Attachment A, % Passing Sieve Sizes	
e. CR1 (1" Clean Crushed Stone	45
*See Attachment A, % Passing Sieve Sizes	
f. CR2 (2" Clean Crushed Stone)	45
See Attachment A, % Passing Sieve Sizes ASTM#3	
g. CR3 (3" Clean Crushed Stone)	45
*See Attachment A, % Passing Sieve Sizes	
h. MS (Manufactured Stone Sand)	60
*Class D sand as described in section 102.2.3. of the Missouri Stan	dard
Specifications for Highway Construction – 1996	
i. QR (Quarry Run)	60
*Quarry Run, Riprap, or Shot Rock accepted upon visual inspection	n
j. GQR (Graded Quarry Run)	60
*Same are QR except stones are of a uniform size, 9" to 15" stones	are acceptable.
k. GQR6x9 (Graded Quarry Run 6" x 9")	60
*See Attachment A, % Passing Sieve Sizes	
1. GQR6x12 (Graded Quarry Run 6" x 12")	60
*See Attachment A, % Passing Sieve Sizes	
m. SP (Spalls)	60
*3" x 8" accepted upon visual inspection	

n. WR (Waste Rock)	60
*By products of the crushing process, accepted upon visual inspection	
o. Full Material (Stripping from quarry	

p. Pugged Rock

- 3.4.4. Crushed Stone Aggregate Testing Requirement The Contractor shall be required to allow Boone County or its representative to test materials during normal working hours to assure compliance with any and all requirements stated in this bid specification. Hardness testing may be performed and shall conform to bid specifications.
 - 3.4.4.1. Materials that fail to comply with specifications shall not be sold to the County. Should these materials be received by or delivered to the County and incorporated into work in progress, the Contractor shall reimburse the County for all deficient material at the rate of fifty percent (50%) per unit price bid herein for every ton of deficient materials. If material is taken to a job site, rejected, and return is requested prior to being laid, the County will not pay for any of it. Designee or authorized representative shall determine the extent and volume of deficient material and notify the Contractor of deficiencies.
- 3.4.5. <u>Chip Seal Specifications</u> SC.375 and SC.5 are grades 3 and 2 respectively, as found in the Missouri Standard Specifications for Highway Construction **revised** 1996. **2004 Section 1003.2.1. Grade C** of the above manual shall apply to these items except the percentage of wear shall not exceed 30.

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

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

3.5. OTHER CONDITIONS AND REQUIREMENTS

- 3.5.1. <u>Bid Clarification</u> Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Cheli Haley, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392; Fax (573) 886-4390, E-mail: chaley@boonecountymo.org.
- 3.5.2. Award of Contract The County reserves the right to award to more than one (1) supplier. The County's decision will be based upon the ability of the source to supply acceptable goods or services within the County's time requirements. In addition, the County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

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

- 4.1. RESPONSE CONTENT In order to enable direct comparison of competing Responses, Bidder is to submit their Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses should be submitted using the provided Response Sheet. Every question should be answered, and if not applicable the section must contain "N/A" or "No Bid".
- 4.2. Submittal Of Responses Responses are to be received by the date and time noted on the title page. NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the U.S. Postal Service or any other mail carrier.
 - 4.2.1. Submittal Package Submit, to the location specified on the title page, an original and **two (2) copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the bid number** and the due date and time.
- 4.3. ADVICE OF AWARD A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 4.4. BID OPENING On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 4.5. REMOVAL FROM VENDOR DATABASE If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 4.6. RESPONSE CLARIFICATION We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 4.7. REJECTION OR CORRECTION OF RESPONSES We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 4.8. EVALUATION PROCESS Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.

- 4.9. METHOD OF EVALUATION The County will evaluate submitted responses in relation to all aspects of this Bid. A major factor of the determination of the lowest and best bid for the FOB Plant award will be the cost per ton of rock product and the physical location of the plant for the average haul distance.
- 4.10. ACCEPTABILITY We reserve the sole right to determine whether goods and/or services offered are acceptable for County use.
- 4.11. ENDURANCE OF PRICING Your pricing must be held until contract execution or sixty (60) days, whichever comes first. In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the County.
- 4.12. DISCREPANCY In the event of a discrepancy between a unit price and extended line item price, the unit price shall govern.

5. RESPONSE FORM

5.1	. Company Information		
Na	me:		
Αc	ldress:		
	one Number:		
En	nail:	Federal Tax ID:	
	Corporation		
	Partnership Name:		
	Individual/Proprietorship Name:		
	Other:		

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

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

5.3. Chip Seal Pricing: FOB Plant Only

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

5 4	Renewal	Pricing	Increases	for	Sections 4	52 .	hae	53
J.4.	Renewai	rricing	increases	101	Sections:	J. 4. 2	anu	3.3.

First Renewal Term:	%
Second Renewal Term:	%

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

average price and the sampling spreadsheet used to develop the average.

	Schedule	A	В	C	D	E	F	G	Н	I
	Fuel Price	<\$1.75	\$1.75 - <2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.50 - <3.75
Line	Distance (Miles)	\$/ Ton	\$/Ton							
5.5.1.	0 - <5									
5.5.2.	5 - < 10									
5.5.3.	10 - <15									
5.5.4.	15 - <20									
5.5.5.	20 - <25									
5.5.6.	25 - <30									
5.5.7.	30 - <35									
5.5.8.	35 - <40									

5.6. Renewal Pricing Increases for Section 5.5.

First Renewal Term:	%
Second Renewal Term:	%
5.7. Location of Vendor's Plant(s):	

5.8. Will you honor these prices for any new ☐ Yes ☐ No	v or acquired plant opened during the contract term?
5.9. Will you provide the material bid above weekends, and on holidays, if requested?	e to Boone County after normal working hours, on Yes No
*	by other entities who participate in cooperative A negative response to this question will not affect No
prices and terms stated and in strict accor	iver the articles or services as specified at the dance with the specifications, instructions and been read and understood, and all of which are
Authorized Representative (Print Name):	
Signature	Date

PERCENT PASSING SIEVE SIZES

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

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

GQR6X9

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

GQR6X12

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

BOONE COUNTY PUBLIC WORKS CURRENT ROCK SPECIFICATIONS (2004)

1003.2.3

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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

County of)				
)ss)ss)				
My name is	I am an auth	orized agent	of	
(Bidder). This busing	ness is enrolled a	nd participat	tes in a federal wo	ork
authorization program for all employees w	orking in connec	tion with ser	rvices provided to	the
County. This business does not knowingly	y employ any per	son that is a	n unauthorized al	en in
connection with the services being provide	ed. Documentatio	n of particip	ation in a federal	work
authorization program is attached hereto.				
Furthermore, all subcontractors wo	orking on this con	tract shall af	firmatively state	in
writing in their contracts that they are not i	in violation of Se	ction 285.53	0.1, shall not the	eafter
be in violation and submit a sworn affidav	it under penalty o	of perjury that	at all employees a	re
lawfully present in the United States.				
	Affiant		Date	
	Printed Name			
Subscribed and sworn to before me this	day of	, 20		
			_	
	Notary	Public		

CERTIFICATION OF INDIVIDUAL BIDDER

Applicant	Date	Printed Name
3.	I have provided a completed application for a birth certificate pending in the State of Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.	
2.	attached) which may	ove documents, but provide an affidavit (copy y allow for temporary 90 day qualification.
1.	I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.	
contract, loan, retire disability benefit, ho presence in the Unit	ment, welfare, health bousing benefit or food a ed States. Please indicates	o, any person applying for or receiving any grant, benefit, post secondary education, scholarship, assistance who is over 18 must verify their lawful rate compliance below. Note: A parent or guardian a child who is citizen or permanent resident need not

<u>AFFIDAVIT</u> (Only Required for Individual Bidder Certification Option #2)

State of Missouri)	
)SS. County of)	
	least eighteen years of age, swear upon my oath that I am classified by the United States government as being lawfully
Date	Signature
Social Security Number or Other Federal I.D. Number	Printed Name
On the date above written _facts contained in the foregoing affinformation and belief.	appeared before me and swore that the fidavit are true according to his/her best knowledge,
	Notary Public
My Commission Expires:	

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

(Please complete and return with Bid)

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

(BEFORE COMPLETING CERTIFIC	CATION, READ INSTRUCTIONS FOR CERTIFICATION)
proposal, that neither it nor its princip	ederal assistance funds certifies, by submission of this pals are presently debarred, suspended, proposed for untarily excluded from participation in this transaction by
	nt of Federal assistance funds is unable to certify to any or ch prospective participant shall attach an explanation to th
Print Name and Title of Authorized R	enresentative
Time I value and Time of Francoized R	
Signature	Date

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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



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

NO BID RESPONSE FORM

Cheli Haley Buyer

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

chaley@boonecountymo.org

BID INFORMATION:

Bid Number: 76-30NOV15

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

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

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

Business Name:	
Address:	
Telephone:	
Contact:	
Date:	
Reason(s) for not bidding:	

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

THIS AGREEMENT dated the 1477 day of January, 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Mid-Missouri Limestone, Inc. (Millersburg Quarry) herein "Contractor."

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

- 1. Contract Documents This agreement shall consist of this Purchase Agreement for Crushed Stone Aggregate and Chip Seal Products Term and Supply, County of Boone Request for Bid #76-30NOV15, Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Attachment A, Percent Passing Sieve Sizes, and Attachment B, Current Rock Specification, as well as the Contractor's bid response dated November 30, 2015 and executed by K. Douglas Mertens on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Attachment A, Percent Passing Sieve Sizes, and Attachment B, Current Rock Specification, and the Standard Terms and Conditions, shall prevail and control over the Contractor's bid response.
- 2. Contract Duration The contract period shall be January 1, 2016 through December 31, 2016, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one-year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
- 3. *Purchase/Service* The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **Crushed Stone Aggregate and Chip Seal Products.** All products under this contract shall be in conformity with the bid specifications and contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.
- **4.** *Delivery* Contractor agrees to deliver FOB Plant or Destination at the County's discretion as soon as practicable after orders are received to the designated location in conformity with the contract documents for the specific items bid and awarded to Contractor. Any items not conforming to bid specifications may be rejected by County, whether at the time of delivery or at any time prior to use, and returned to Contractor at Contractor's expense.
- 5. Billing and Payment All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days after receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

Appropriation/Account

- **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

BOONE COUNTY, MISSOURI

c. If appropriations are not made available and budgeted for any calendar year.

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

MID-MISSOURI LIMESTONE, INC.

ighature

(Millersburg Quarry)		
by MM	by: Boone	County Commission
title Secretary / Treaver	Daniel K.	Atwill, Presiding Commissioner
address P.O. Box 52		
Kungdon City No 65262		
APPROVED AS TO FORM:	ATTEST:	Leg S. Novew pur Noren, County Clerk
County Counselor AUDITOR CERTIFICATION		
In accordance with RSMo 50.660, I hereby certify that a su		
available to satisfy the obligation(s) arising from this contra		
the terms of the contract do not create a measurable county	obligation at th	
S. E. Pitch I o	11-14-	2040-26200/26201 Term/Supply

Date

5. RESPONSE FORM

5.1. Company Information

Jame: Mid-Missouri Limestone, Inc Millersburg Quarry						
Address: P.O. Box 52, Kingdom City, MO 65	5262					
Phone Number: 573-642-1200	Fax Number:	573-642-9766				
Email:doug@MertensRock.com	Federal Tax ID:	43-1228278				
X Corporation						
Partnership Name:						
Individual/Proprietorship Name:						
Other:						

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

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

 $[\]star {\tt Alternative}$ product meeting MoDOT Specifications (non modified).

5.3. Chip Seal Pricing: FOB Plant Only

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

^{*}Alternative product meeting MoDOT Specifications (non modified).

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

First Renewal Term: Not greater than 10 %

Second Renewal Term: Not greater than 10 %

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

average price and the sampling spreadsheet used to develop the average.

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

5.6. Renewal Pricing Increases for Section 5.5.

First Renewal Term: Not greater than 10 %

Second Renewal Term: Not greater than 10 %

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

5.8. Will you honor these prices for any n✓ Yes □ No	new or acquired plant opened during the contract term?
5.9. Will you provide the material bid aboveekends, and on holidays, if requested?	ove to Boone County after normal working hours, on
purchasing with Boone County, Missouri? evaluation of your bid.) The undersigned offers to furnish and deprices and terms stated and in strict accounts.	se by other entities who participate in cooperative? (A negative response to this question will not affect No deliver the articles or services as specified at the cordance with the specifications, instructions and we been read and understood, and all of which are
Authorized Representative (Print Name):	V Douglas Mertens
Authorized Representative (17th tvaine).	11/30/15
Signature	Date

PERCENT PASSING SIEVE SIZES

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

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

GQR6X9

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

GOR6X12

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

BOONE COUNTY PUBLIC WORKS CURRENT ROCK SPECIFICATIONS (2004)

1003.2.3

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CR 1.5	1.5" Clean	#4	ASTM	Yes
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GRB	Gravel Road Base (Type 5)	1007.3	MoDOT - 2011	Yes

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

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

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

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

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

County of	Missouri)
)ss
State of Ca	allaway)

My name is K. Douglas Mertens. I am an authorized agent of Mid-Missouri

Limestone, Inc. (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

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

K. Douglas Mertens

Printed Name

Subscribed and sworn to before me this 30 day of November 2015

NOTARY OF MISS

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

Notary Public





Company ID Number: 176715

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CERTIFICATION OF INDIVIDUAL BIDDER

contract, loan, retirent disability benefit, how presence in the Unite	nent, welfare, health busing benefit or food a d States. Please indicate	any person applying for or receiving any grant, enefit, post secondary education, scholarship, ssistance who is over 18 must verify their lawful atte compliance below. Note: A parent or guardian child who is citizen or permanent resident need not
1.	presence in the Unite license, U.S. passpor	by of documents showing citizenship or lawful of States. (Such proof may be a Missouri driver's t, birth certificate, or immigration documents). Note: alien, verification of lawful presence must occur prior benefit.
2.		ve documents, but provide an affidavit (copy allow for temporary 90 day qualification.
3.	the State of of the birth certificate	mpleted application for a birth certificate pending in Qualification shall terminate upon receipt or determination that a birth certificate does not a United States citizen.
Applicant	Date	Printed Name

<u>AFFIDAVIT</u> (Only Required for Individual Bidder Certification Option #2)

State of Missouri)		
County of)SS.)		
I, the undersigned, either a United States citize admitted for permanent res	en or am classified b		upon my oath that I am vernment as being lawfully
Date	_	Signature	,
Social Security Number or Other Federal I.D. Num	- <u> </u>	Printed Name	·····
On the date above values facts contained in the foregoinformation and belief.	vritten oing affidavit are tru	appeared be according to his/her	efore me and swore that the best knowledge,
	_	Notary Public	
My Commission Expires:			

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

(Please complete and return with Bid)

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

K. Douglas Mertens, Secretary/Treasu	rer	
Print Name and Title of Authorized Representa	tive	
Mark	11/30/15	
Signature	Date	

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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



BOONE COUNTY, MISSOURI

Request for Bid #: 76-30NOV15 - Crushed Stone Aggregate and Chip Seal Products

ADDENDUM #1 - Issued November 20, 2015

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

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

1) The County received a request for current crushed stone aggregate and chip seal pricing. Attached is the current pricing.

By:

Jacob M. Garrett, Buyer Boone County Purchasing

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

Company Name: Mid-Missouri Limestone, Inc.

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

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

E-mail: doug@MertensRock.com

Authorized Representative Signature: Date: 11/30/15

Authorized Representative Printed Name/ K. Douglas Mertens



BOONE COUNTY, MISSOURI

Request for Bid #: 76-30NOV15 - Crushed Stone Aggregate and Chip Seal Products

ADDENDUM # 2 - Issued November 30, 2015

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

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

1) Addendum 2 shall replace Addendum 1. Please sign and submit Addendum 2 with your Bid Response.

By:

Boone County Purchasing

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

Company Name:	Mid-Missouri	Limestone,	Inc.
Address:	P.O. Box 52,	Kingdom Cit	y, MO 65262
Phone Number: 573-	642-1200	Fax Number:	573-642-9766
E-mail:doug@Mert	ensRock.com		
Authorized Representati	ve Signature:	My	Date: 11/30/15
Authorized Representati	ve Printed Name:	K. Douglas 1	Mertens



CERTIFICATE OF LIABILITY INSURANCE

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

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

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The	Inst	irance Group, Inc. t Southampton Dr	ivo				PHONE	o, Ext): 573-87		FAX (A/C No):	573-8	75-4514
Coli	umbi	ia, MO 65203	ive				E-MAIL	es. fhiaains	@theinsura	ancegrp.com		
Fra	ık Hi	iggins					ADDRE			DING COVERAGE		NAIC #
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Α	Х	COMMERCIAL GENER	AL LIABILITY							EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE	X OCCUR			CLP3621545		05/31/2015	05/31/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
										MED EXP (Any one person)	\$	5,000
										PERSONAL & ADV INJURY	\$	1,000,000
}	GEN	I'L AGGREGATE LIMIT A	APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
		POLICY PRO- JECT	X LOC					•		PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:									\$	
	AUT	OMOBILE LIABILITY								COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
Α	Х	ANY AUTO				CAP3605401		05/31/2015	05/31/2016	BODILY INJURY (Per person)	\$	
		ALL OWNED	SCHEDULED							BODILY INJURY (Per accident)	\$	
	Х	AUTOS HIRED AUTOS X	AUTOS NON-OWNED	1						PROPERTY DAMAGE	\$	
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Boone County Public Works 5551 South Hwy. 63												

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Columbia, MO 65201

AUTHORIZED REPRESENTATIVE

Kimberly V. Hughes



REQUEST FOR BID

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

> Cheli Haley Buyer

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

chaley@boonecountymo.org

BID DATA

INFORMATION

Bid Number: 76-30NOV15

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

SUBMISSION INFORMATION

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

Location:

Boone County Purchasing Department

Boone County Annex Building 613 East Ash Street, Room 109

Columbia, MO 65201

OPENING INFORMATION

Date and Time:

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

Location:

Boone County Purchasing Department

Boone County Annex Building 613 East Ash Street, Room 109

Columbia, MO 65201

BID CONTENTS

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

1.1. Invitation - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page and described in greater detail in the following Sections of this Request for Bid.

1.2. Definitions

- 1.2.1. <u>County</u> This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
 - 1.2.1.1. <u>Purchasing</u> The Purchasing Department, including its Purchasing Director and staff.
 - 1.2.1.2. <u>Department(s) or Office(s)</u> The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
 - 1.2.1.3. <u>Designee</u> The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. <u>Bidder / Contractor / Supplier</u> These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
 - 1.2.2.1. <u>Bidder</u> Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
 - 1.2.2.2. Contractor The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
 - 1.2.2.3. <u>Supplier</u> All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. <u>Bid</u> 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. <u>Response</u> The written, sealed document submitted according to the Bid instructions.
- 1.3. BID CLARIFICATION Questions regarding this Bid should be directed in writing, by email or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty-eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations, and bid awards are posted on our web site at:

- <u>www.showmeboone.com</u> *Note:* written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. <u>Bidder Responsibility</u> 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. <u>Bid Addendum</u> If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. AWARD Award shall be made to the Bidder(s) whose offer(s) provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County's needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County. The County also reserves the right to award to multiple vendors.
- 1.5. CONTRACT EXECUTION This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
 - 1.5.1. <u>Precedence</u> In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - a. the provisions of the Contract (as it may be amended);
 - b. the provisions of the Bid;
 - c. the provisions of the Bidder's Response.
- 1.6. CONTRACT PERIOD Term and Supply Contracts resulting from this Bid shall have an initial twelve (12) month contract period beginning January 1, 2016. In the event any provisions of the contract are not fulfilled by the Contractor, and/or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 1.7. CONTRACT RENEWAL The contract may be renewed by the County for up to an additional two (2) one-year periods unless cancelled by the Purchasing Department Director in writing prior to any renewal period. The unit prices identified on the Response Form shall remain fixed for the identified initial contract period. If the County exercises the option for renewal, the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form. If renewal percentages are <u>not</u> provided, then prices during any renewal period shall be the same as during the initial contract period.

- 1.8. Contract Extension The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 1.9. COMPLIANCE WITH STANDARD TERMS AND CONDITIONS Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.
- 1.10. Non-Collusion Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Missouri or United State law.
- 1.11. CONTRACT DOCUMENTS The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) days of award on contract. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.
- 1.12. PRICING All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs, including but not limited to: taxes, handling, shipping, freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum services or total prices.
- 1.13. Delivery Pricing for delivery or pick up is requested in multiple formats:
 - 1.13.1. Furnish Crushed Stone Aggregate: F.O.B. Point of Origin (Vendor's Plant). The County will pick up and haul crushed stone aggregate from the plan
 - 1.13.2. Furnish and Deliver Crushed Stone Aggregate: F.O.B. Destination. Delivery of crushed stone aggregate to designated Boone County site to include labor and transportation costs.
 - 1.13.3. Chip Seal Products: F.O.B. Point of Origin (Vendor's Plant). The County will pick up and haul chip seal products from plant.

2. CONTRACT CONDITIONS AND REQUIREMENTS

2.1. Insurance

2.1.1. Insurance Requirements - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must

- carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.1.2. Employers Liability and Workers Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Employers Liability and Workers Compensation Insurance for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.
- 2.1.3. Commercial General Liability Insurance The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
 - 2.1.3.1. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- 2.1.4. Business Automobile Liability The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.1.5. Subcontractors Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such

- coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.1.6. Proof of Carriage of Insurance The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- 2.2. INDEMNITY AGREEMENT To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
 - 2.2.1. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.
- 2.3. Overhead Dane Protection The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for contribution against the County on behalf of the

- Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.
- 2.4. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED Contractor shall comply with Missouri State Statute Section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Please return a copy of the Memorandum of Understanding that you will receive following completion of enrollment. This will provide the County the proof of enrollment.
 - 2.4.1. Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
- 2.5. SALES/USE TAX EXEMPTION County will provide the Contractor with a Missouri Tax Exemption letter and, if applicable, a Missouri Project Exemption Certificate for Boone County, Missouri. The Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five (5) years and for compliance with all other terms and conditions of section 144.062 RSMo. not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.6. DESIGNEE Chet Dunn, Road Maintenance Operations Manager, 5551 Tom Bass Road, Columbia, MO 65201.

- 2.7. BILLING AND PAYMENTS The County desires to receive weekly invoices itemizing the job site areas and providing supporting detail for each load that is delivered or picked up in addition to receiving a monthly statement. Computerized billing is preferred. Invoices and monthly statements should be submitted to Boone County Public Works, 5551 Tom Bass Road, Columbia, MO 65201. Payments shall be made within thirty (30) days after receipt of a correct and valid monthly statement.
 - 2.7.1. The billing code used shall be the item number that the vendor normally uses when billing for the designated material. All units shall be stated in tons unless otherwise noted.
 - 2.7.2. Invoices for all contracted work shall include the following information at a minimum:
 - a. County's Contract Number.
 - b. The date, time, and location of the service provided.
 - c. Load details
 - d. Units stated in tons.

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

3. PRIMARY SPECIFICATIONS

- 3.1. SCOPE OF WORK It is the intent of the County to secure a Term and Supply contract for the furnishing, delivery, and/or pick-up of crushed stone aggregate and the pick-up of chip seal products as detailed in the following specifications.
- 3.2. Background Information The contract resulting from this Request for Bid will replace contract number 08-14FEB13 that will expire on December 31, 2015. To view past award information, please navigate to Bid Awards on our website at www.showmeboone.come and select 2013. More information that includes the previous Request for Bid and Bid Tabulation can also be found on our website in the 2013 Bid Archives.
- 3.3. QUANTITY All orders shall be made on an "as needed" basis. Quantities for each item in the specifications are approximate quantities for overall County use based on historical data. Quantities purchased from the Contractor will vary according to need within a given area. The County makes no representation or guarantee concerning quantities of rock it will purchase from the Contractor.

3.4. GENERAL INFORMATION:

3.4.1. The County reserves the right to award to more than (1) supplier. The County will purchase products from the plant offering the most competitive pricing as determined by the hauling cost and/or unit price per ton as bid by the vendor. Boone County will evaluate the total cost from each plant and will purchase crushed stone aggregate from the source that constitutes the most economical purchase for the delivery site.

- 3.4.2. The County reserves the right to specify the delivery route to each job. Delivery routes should typically be on paved roads as much as possible. Delivery route mileage may be determined online maps, GIS software, or by odometer. If a vendor has more than one quarry location, delivery would be expected from the closest quarry; however delivery may be made from another location based on vendor operational efficiencies.
- 3.4.3. <u>Crushed Stone Aggregate Technical Specifications</u> Aggregate shall be composed of durable particles of rock. When tested in accordance with AASHTO T96 (American Association of State Highway and Transportation Officials), the percentage of wear shall not exceed as indicated in the tables below. The percentage of deleterious substances shall not exceed the following values and the sum of percentages shall not exceed six (6) percent.
 - 3.4.3.1. Deleterious rock and shale 6.0 percent by weight
 - 3.4.3.2. Mud balls -2.5 percent by weight
 - 3.4.3.3. Other foreign materials 1 percent by weight

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

n. WR (Waste Rock)	60
*By products of the crushing process, accepted upon visual inspection	
o. Full Material (Stripping from quarry	

p. Pugged Rock

- 3.4.4. Crushed Stone Aggregate Testing Requirement The Contractor shall be required to allow Boone County or its representative to test materials during normal working hours to assure compliance with any and all requirements stated in this bid specification. Hardness testing may be performed and shall conform to bid specifications.
 - 3.4.4.1. Materials that fail to comply with specifications shall not be sold to the County. Should these materials be received by or delivered to the County and incorporated into work in progress, the Contractor shall reimburse the County for all deficient material at the rate of fifty percent (50%) per unit price bid herein for every ton of deficient materials. If material is taken to a job site, rejected, and return is requested prior to being laid, the County will not pay for any of it. Designee or authorized representative shall determine the extent and volume of deficient material and notify the Contractor of deficiencies.
- 3.4.5. <u>Chip Seal Specifications</u> SC.375 and SC.5 are grades 3 and 2 respectively, as found in the Missouri Standard Specifications for Highway Construction **revised** 1996. **2004 Section 1003.2.1. Grade C** of the above manual shall apply to these items except the percentage of wear shall not exceed 30.

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

Jethonasie edumas.	
Abbreviations and Descriptions	AASHTO T96
*see Attachments for additional specifications	Minimum Hardiness
75 (3/8" Seal Coat Chips)	30
tachment A, % Passing Sieve Sizes	
(1/2" Seal Coat Chips)	30
tachment A, % Passing Sieve Sizes	
(Gravel Road Base Type 5)	50
	Abbreviations and Descriptions *see Attachments for additional specifications 75 (3/8" Seal Coat Chips) tachment A, % Passing Sieve Sizes (1/2" Seal Coat Chips) tachment A, % Passing Sieve Sizes

3.5. OTHER CONDITIONS AND REQUIREMENTS

- 3.5.1. <u>Bid Clarification</u> Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Cheli Haley, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392; Fax (573) 886-4390, E-mail: chaley@boonecountymo.org.
- 3.5.2. Award of Contract The County reserves the right to award to more than one (1) supplier. The County's decision will be based upon the ability of the source to supply acceptable goods or services within the County's time requirements. In addition, the County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

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

4. RESPONSE PRESENTATION AND REVIEW

- 4.1. RESPONSE CONTENT In order to enable direct comparison of competing Responses, Bidder is to submit their Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses should be submitted using the provided Response Sheet. Every question should be answered, and if not applicable the section must contain "N/A" or "No Bid".
- 4.2. SUBMITTAL OF RESPONSES Responses are to be received by the date and time noted on the title page. NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the U.S. Postal Service or any other mail carrier.
 - 4.2.1. Submittal Package Submit, to the location specified on the title page, an original and **two (2) copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the bid number** and the due date and time.
- 4.3. ADVICE OF AWARD A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 4.4. BID OPENING On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 4.5. REMOVAL FROM VENDOR DATABASE If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 4.6. RESPONSE CLARIFICATION We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 4.7. REJECTION OR CORRECTION OF RESPONSES We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 4.8. EVALUATION PROCESS Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.

- 4.9. METHOD OF EVALUATION The County will evaluate submitted responses in relation to all aspects of this Bid. A major factor of the determination of the lowest and best bid for the FOB Plant award will be the cost per ton of rock product and the physical location of the plant for the average haul distance.
- 4.10. ACCEPTABILITY We reserve the sole right to determine whether goods and/or services offered are acceptable for County use.
- 4.11. ENDURANCE OF PRICING Your pricing must be held until contract execution or sixty (60) days, whichever comes first. In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the County.
- 4.12. DISCREPANCY In the event of a discrepancy between a unit price and extended line item price, the unit price shall govern.

5. RESPONSE FORM

5.1.	Company Information		
Nan	me:		
Add	lress:		
Pho	ne Number:	Fax Number:	
Email:		Federal Tax ID:	
	Corporation		
	Partnership Name:		
	Individual/Proprietorship Name:		
	Other:		

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

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

5.3. Chip Seal Pricing: FOB Plant Only

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

54	Renewal	Pricing	Increases	for	Sections	5.2.	and	5.3.
J.T.	IXCII CW AI	I I ICINE	Inci cases	IUI	occuons	J.4.	anu	2.2.

First Renewal Term:	%
Second Renewal Term:	%

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

average price and the sampling spreadsheet used to develop the average.

	Schedule	A	В	C	D	Е	F	G	Н	I
1411	Fuel Price	<\$1.75	\$1.75 - <2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.50 - <3.75
Line	Distance (Miles)	\$ / Ton	\$ / Ton	\$/Ton						
5.5.1.	0 - <5									
5.5.2.	5 - < 10									
5.5.3.	10 - <15									
5.5.4.	15 - <20									
5.5.5.	20 - <25									
5.5.6.	25 - <30									
5.5.7.	30 - <35									
5.5.8.	35 - <40									

5.6. Renewal Pricing Increases for Section 5.5.

First Renewal Term:		
Second Renewal Term:	%	
5.7. Location of Vendor's Plant(s):		4

5.8. Will you honor these prices for any new o ☐ Yes ☐ No	or acquired plant opened during the contract term?
5.9. Will you provide the material bid above t weekends, and on holidays, if requested?	to Boone County after normal working hours, on Yes No
	other entities who participate in cooperative negative response to this question will not affect.
•	er the articles or services as specified at the ance with the specifications, instructions and een read and understood, and all of which are
Authorized Representative (Print Name):	
Signature	Date

PERCENT PASSING SIEVE SIZES

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

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

GQR6X9

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

GQR6X12

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

BOONE COUNTY PUBLIC WORKS CURRENT ROCK SPECIFICATIONS (2004)

1003.2.3

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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

County of)		
)ss)ss)		
My name is	. I am an author	ized agent of
		I participates in a federal work
authorization program for all employees w		
County. This business does not knowingly	employ any perso	on that is an unauthorized alien in
connection with the services being provide	d. Documentation	of participation in a federal work
authorization program is attached hereto.		
Furthermore, all subcontractors wo	rking on this contr	act shall affirmatively state in
writing in their contracts that they are not i	n violation of Sect	ion 285.530.1, shall not thereafter
be in violation and submit a sworn affidavi	it under penalty of	perjury that all employees are
lawfully present in the United States.		
	Affiant	Date
	Printed Name	
Subscribed and sworn to before me this	_ day of	, 20
	Notary P	ublic

CERTIFICATION OF INDIVIDUAL BIDDER

e	he State of	d application for a birth certificate pending in Qualification shall terminate upon receipt termination that a birth certificate does not ited States citizen.
e	he State of If the birth certificate or det	Qualification shall terminate upon receipt termination that a birth certificate does not
tł	have provided a completed	application for a birth certificate pending in
	, ,	
		uments, but provide an affidavit (copy for temporary 90 day qualification.
p li It	resence in the United State icense, U.S. passport, birth	ocuments showing citizenship or lawful es. (Such proof may be a Missouri driver's certificate, or immigration documents). Note: verification of lawful presence must occur prior t.
contract, loan, retirement disability benefit, housing presence in the United States	nt, welfare, health benefit, p ng benefit or food assistand States. Please indicate com	post secondary education, scholarship, ce who is over 18 must verify their lawful appliance below. Note: A parent or guardian who is citizen or permanent resident need not

<u>AFFIDAVIT</u> (Only Required for Individual Bidder Certification Option #2)

State of Missouri)		
County of)SS.)		
I, the undersigned, either a United States citiz admitted for permanent res	en or am classifie	nteen years of age, swear upo d by the United States govern	n my oath that I am nment as being lawfully
Date	_	Signature	
Social Security Number or Other Federal I.D. Num	– lber	Printed Name	
On the date above facts contained in the foreginformation and belief.		appeared before true according to his/her bes	re me and swore that the st knowledge,
		Notary Public	wav
My Commission Expires:		•	

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

(Please complete and return with Bid)

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Date

Signature

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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



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

NO BID RESPONSE FORM

Cheli Haley Buyer

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

chaley@boonecountymo.org

BID INFORMATION:

Bid Number: 76-30NOV15

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

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

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

Business Name:	_
Address:	-
	_
	_
Telephone:	_
Contact:	
Date:	
Reason(s) for not bidding:	



BOONE COUNTY, MISSOURI

Request for Bid #: 76-30NOV15 - Crushed Stone Aggregate and Chip Seal Products

ADDENDUM # 1 - Issued November 20, 2015

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

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

1) The County received a request for current crushed stone aggregate and chip seal pricing. Attached is the current pricing.

By: Jacob M. Garrett, Buyer
Boone County Purchasing

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

Company Name:		
Address:		_
Phone Number:	Fax Number:	_
E-mail:		
Authorized Representative Signature:	Date:	
Authorized Representative Printed Name:		

			-	RRIES RICING	21 1-1-	NE QUARRIES nd Renewal 15 - 12-31-15 % Increase	
4.7							
	DESCR IPTION	Unit of Measur e Tons APPRO XIMAT	UNIT PRICE PER TON	EXTENDED PRICE	2nd Renewal I-I-15 - 12-31-15 UNIT PRICE PER TON 3% Increase	EXTENDED PRICE	
.7.1.	RSB	50,000	\$6.28	\$314,000.00	\$6.47	\$323,420.00	
.7.2.	SR1	75,000	\$6.69	\$501,750.00	\$6,89	\$516,802.50	
.7.3.	SR1.5	50,000	\$6.69	\$334,500.00	\$6.89	\$344,535.00	1 (1) (1) (1) (1) (1) (1) (1) (1) (1) (1
.7.4.	SR2.5	25,000	\$6.40	\$160,000.00	\$6.59	\$164,800.00	
.7.5.	CRI	50,000	\$9.00	\$450,000.00	\$9.27	\$463,500.00	
.7.6.	CR1.5	1,000	\$8.90	\$8,900.00	\$9.17	\$9,167.00	
.7.7.	CR2	500	\$7.96	\$3,980.00	\$8.20	\$4,099.40	
.7.8.	CR3	1,500	\$7.96	\$11,940.00	\$8.20	\$12,298.20	
.7.9.	MS	3,500	\$5.00	\$17,500.00	\$5.15	\$18,025.00	
.7.10	QR	1,500	\$7.39	\$11,085.00	\$7.61	\$11,417.55	
.7.11	GQR	500	\$10.11	\$5,055.00	\$10.41	\$5,206.65	Mail Mail
.7.12	SP	500	\$10.11	\$5,055.00	\$10.41	\$5,206.65	
.7.13	WR	2,000	\$3.91	\$7,820.00	\$4.03	\$8,054.60	
.7.14	GQR6X	1,500	\$10.11	\$15,165.00	\$10.41	\$15,619.95	μ.
7.15	GQR6X 12	1,000	\$10.11	\$10,110.00	\$10.41	\$10,413.30	
.7.16		1,500	\$10.87	\$16,305.00	\$11.20	\$16,794.15	
1.7.17	SC.5	6,000	\$10.87	\$65,220.00	\$11.20	\$67,176.60	
1.7.18	SP=Spai	1000	\$10.11	\$10,110.00	\$10.41	\$10,413.30	Eg gyanne
1.7.19		1000	\$5.25	\$5,250.00	\$5.41	\$5,407.50	
.7,20	Pugged		\$0.50	\$500.00	\$0.52	\$515.00	
	GRB	20000			\$0.00	\$0.00	
-Factor		-	TOTAL	\$1,954,245.00	TOTAL	\$2,012,872.35	

			E QUAR WAL PRI						2r 1-1-	NE QUA nd Rene 15 - 12- % Incre	31-15					, ga ^{rag} o - gag	-	n Allen	a de
	41.			4.8.	CHIP SEAL	PRICING-	- FOB PLANT	ONLY			^			强率		77.40	5	A SERVE	7. 3
1.8.1.	DESCRIP TION	Unit of Measure Tons	UNIT PRICE PER TON					1	2nd Renewal 1-1-15 - 12-31- 15 UNIT PRICE PER TON	EXTE	NDED P	RICE			Age no.		<u>"</u>		
		QTY							0% Increase										464
	SC.375	1,200	\$10.87						\$11,20	9	13,435.3	2	a Light —						
	SC.5	7,500	\$10.87						\$11.20	3	883,970.7	5							
4	9		TOTAL						TOTAL	5	97,406.0	7	n _{yk}						
Mared	Liferentuck			4.9. MAXI	MUM % IN	CREASE FO	OR SECTIONS	5 4.7. AND 4.	.8.				S S S S S S S S S S S S S S S S S S S						
laxir	num % Inc Renewa						10.00%												y5
axin	num % Inc	rease 2nd					10.00%						165	à.	R. at Wal	P #48	- E	90. 5	
	Renewa	1		4.10. D	DELIVERY	PRICING							4.10.	DELIVE	RY PRIC	ING	to All call diffe		The state of the s
				1			-			- Jack				1-1-15	12-	31-15			
											A	В	С	D	E	F	G	Н	I
										73	<\$2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00- <3.25	\$3.25 - <3.50	\$3.50 - <3.75	\$3.75
_						-				9. 6	S / Ton	S / Ton	\$/Ton	\$/Ton	\$/Ton	S/Ton	\$ / Ton	\$ / Ton	S/To
									A STATE OF THE PERSON NAMED IN COLUMN		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0,00
											\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
											\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
											\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.0
										700 AN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
										the state of the s	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
										and the	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11.0
			CREASE FO	R SECTION	¥ 4.10.														1
Maxii Renev	num % Inc	crease 1st							10	.00%									
	num % In	crease 2nd							10	.00%									
4.12.	Location		East Scale	- 3,101 Crea	asy Springs R	toad Columbi	ia, MO 65202		10	.0070			We	st Scale -	2510 N. S	tadium B	lvd., Colu	mbia, MC	O 65202
4.13.	Honor P	ricing for nts during								Y									
4.14.	Coopera	tive ng? Y or								Y									
4.15	Provide	material mal Work								Y									

	RENEWAL P	PICING		3.	Ed. Allorana I	imeston, Riggs	Ougen				1524 354	Limeston, Mille	androm Orac		
		CRUSHED STONE		RIGGS QUA			L PRICING		32	MILLY	RSBURG QU		RENEWAL PR	ICING	
CCB	DESCRIPTION OF	PHENICHING AND				,	2nd Renewal 1-1-15 · 12-31-15 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE			Associate to the second	A ARRIVE A	2nd Renewal 1-1-15 - 12-31-15 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE	
.1.	RSB	50,000					\$6.30	\$315,000.00	3 2				5.75	\$287,500,00	- 12
.7.2.	SR1	75,000					\$7.30	\$547,500.00					6.70	\$502,500,00	-
.3.	\$R1.5	50,000					\$7.30	\$365,000.00					6.70	\$335,000.00	
7,4.	SR2.5	25,000					\$7.30	\$182,500.00					6.70	\$167,500.00	
7.5.	CR1	50,000					\$9.71	\$485,500.00					9.00	\$450,000.00	
4.7.6.	CR1.5	1,000					\$8.93	\$8,930.00				1.	8.40	\$8,400.00	1
4.7.7.	CR2	500					\$8.93	\$4,465.00					8.40	\$4,200.00	4
4.7.8.	CR3	1,500					\$8.93	\$13,395.00					8.40	\$12,600.00	
4.7.9.	MS	3,500					\$9.45	\$33,075.00					9.00	\$31,500.00	Co.
4.7.10.	QR	1,500					\$6.77	\$10,155.00					6.45	\$9,675.00	
4.7.11.	GQR	500					\$9.71	\$4,855.00	0.				8.85	\$4,425.00	- Allow
4.7.12.	SP	500					\$9.19	\$4,595.00					8.50	\$4,250.00	64
4.7.13.	WR	2,000					\$3.41	\$6,820.00					3.00	\$6,000.00	1
4.7.14.	GQR6X9	1,500					\$9.71	\$14,565.00					9.00	\$13,500.00	day
4.7.15.	GQR6X12	1,000		1			\$9.71	\$9,710.00					9.00	\$9,000.00	Chescopie .
1,7,16.	SC.375	1,500					\$15.75	\$23,625.00					no bid		
4,7.17,	SC.5	6,000					\$13.65	\$81,900.00					no bid		100
4.7.18.	SP=Spalls	1000					\$9.19	\$9,190.00					8.50	\$8,500.00	_
4.7.19.	Fill Material Pugged Rock	1000					\$3.15	\$3,150.00					3.00	\$3,000.00	_
4.7.20.	Per ton add on	1000					\$0.53	\$530.00	6.5				0.50	\$500.00	-
2000	GRB	20000		1			\$6.30 TOTAL	\$126,000.00 \$2,250,460.00					5.75	\$115,000.00 \$1,973,850.00	
70	la de	10.1		1									IOIAL	31,973,030.00	-
4.8.1.	DESCRIPTION	APPROXIMATE QTY IN TON8	UNIT PRICE PER	EXTENDED PRICE	Ist Renewal 1-1-14 - 12-31-14 UNIT PRICE PER TON 5% Increase	EXTENDED PRICE	AS CHIP SEAL PR	icing – fob plant of	UNIT PRICE PER TO	EXTENDED PRICE	1st Renewal 1-1-14 - 12-31-14 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE	1st Renewal 1-1-14 - 12-31-14 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE	
	SC-375	1,200	\$15.00	\$18,000.00	\$15.75	\$0.00			no bid	\$0.00	no bid	\$0.00	no bid	\$0.00	40
	SC.5	7,500	\$13.00	\$97,500.00	\$13.65	\$0.00			no bid	\$0.00	no bid	\$0.00	no bid	\$0.00	
	5.3		TOTAL	\$115,500.00	TOTAL	\$0,00			тота	\$0,00	TOTAL	\$0,00	TOTAL	\$0.00	Sec. 3
49. MA	CIMUM % INCREA	ASE FOR SECTIONS 4.7.	AND 4.R.												

RENEWAL PRICING Schedule Fuel Price Distance (Miles)	A <\$2.00	DELEV	ERYPR	×			ston, l	Riggs {	marry.						1.6id 34;	ssouri Lime	ston, 1	Hillers	burn Omarr					e Ed	-	2001	. 0-									
Schedule Fuel Price		. 3		DELIVERY PRICE PRICE QUARRY ORIGINAL CONTRACT												Mid-Missouri Limeston, Millersburg Quarry DELIVERY PRICE RIGGS QUARRY IST RENEWAL. 1-1												TO DESCRIPTION OF THE PROPERTY								
Schedule Fuel Price		В	T 6	DELIVERY PRICE SIGGI QUARRY ORIGINAL CONTRACT							DELIVERY PRICE RIGGS QUARRY IST RENEWAL 14 - 12-31-14 SW-INCREASE									DELLVERY PRICE RIGGS QUARRY 2ND RENEWAL 1-1-15 - 12-31-15 0% INCREASE																
	<\$2.00			D	E	F	G	Н	1	ga d		TT	T		12		500	A	H	1	A	В	С	D	E	F	G	H	1							
Distance (Millen)		\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 -	\$2.75 - <3.00	\$3.00- <3.25	\$3.25- <3.50	\$3.50 -	\$3.75 <4.00	100		+					Assertant	<\$2.00	\$3.50 - <3.75	53.75	<\$2.00	\$2.00 - <2.25	\$2.25 -	\$2.50 -	\$2.75 -	\$3,00-	\$3.25- <3.50	\$3.50 - <3.75	\$3.7							
Distance (Millen)										Tang							2			<4.00																
1	\$/Ton	S / Ton	S/ Ton	Ton S	S / Ton	S / Ton	S/Ton	\$/Ton S	5/Ton	-								S/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	S/Ton	\$/Ton	S/Ton	\$/Ton	\$ / T							
0.<5	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.55	\$2,68	\$2.81	\$2.94	100 mg								\$2.54	\$0,00	30,00	\$2.54	\$2.54	\$2,54	\$2.54	\$2.54	\$2.68	\$2.81	\$2.95	\$3							
	\$3.12	\$3.12	\$3.12	\$3.12	\$3.12	\$3.25	\$3.38	\$3.51	\$3.64									\$3.28	\$0.00	\$0.00	\$3,28	53.28	\$3.28	\$3.28	\$3.28	\$3.41	\$3.55	\$3.69	\$3							
5-<10	\$3.82	\$3.82	\$3.82	\$3.82	\$3.82	\$3.95	\$4.08	\$4.21	\$4.34								Action	\$4.01	\$0,00	\$0.00	\$4.01	\$4.01	\$4.01	\$4.01	\$4.01	\$4.15	\$4.28	\$4.42	s							
. 10-<15	\$4.52	-	\$4.52	\$4.52	\$4.52	\$4.65	\$4.75	\$4.91	\$5.04		+						200	\$4.75	\$0.00	\$0.00	\$4.75	\$4.75	\$4.75	\$4.75	\$4,75	\$4.88	\$4.99	\$5.16	5							
15-<20	\$4.52	\$4.52	\$4.52	\$4.52	54.52	\$4.65	\$4,75	\$4.91	\$5.04			-	-				70	\$4.75	30.00	\$0.00	\$4.75	34.75	\$4.75	34.73	34,75	34,88	54.99	35.16								
20 - < 25	\$5.22	\$5.22	\$5.22	\$5.22	\$5,22	\$5.35	\$5.48	\$5.61	\$5.74	200								\$5.48	\$0.00	\$0,00	\$5.48	\$5.48	\$5.48	\$5.48	\$5.48	\$5.62	\$5.75	\$5.89	5							
i. 25-<30	\$5.92	\$5.92	\$5.92	\$5.92	\$5.92	\$6.05	\$6.18	\$6.31	\$6.44	30							Salara Salara	\$6.22	\$0.00	\$0.00	\$6.22	\$6.22	\$6.22	\$6.22	\$6.22	\$6.35	\$6.49	\$6.63	3							
7. 30~<35	\$6.62	\$6.62	\$6,62	\$6,62	\$6.62	\$6.75	\$6.88	\$7.01	\$7.14								Confession of the Confession o	\$6.95	\$0.00	\$0.00	\$6.95	\$6.95	\$6.95	\$6.95	\$6.95	\$7.09	\$7.22	\$7.36								
		DELLYER	PRICE	MICERA	REBURG QUARE	RY ORIGI	NAL CO	NTRACT						-			Same of the same o	DELIVE	RY PRICE MILI	ENSBURG Q	UARRY 18T R	ENEWAL				1-8-1	4 - 12-31-1	0% INC	REA							
JURBY PRECING Schedule	A	В	С	D	В	F	G	н	Ĭ.	200							3	A	Н	I	A	В	C	D	E	F	G	Н	-							
Fuel Price	<\$2.00	\$2.00	- \$2.25 - 5 <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00-	\$3.25 - <3.50	\$3.50 - <3.75	\$3.75 - <4.00								100 m	<\$2.00	\$3.50 - <3.75	33.75	<\$2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00- <3.25	\$3.25 - <3.50	\$3.50 - <3.75	\$:							
Distance (Miles)	\$/Ton	S / Ton	S/ Ton	\$/ Ton	\$/Ton	S/ Ton	S/Ton	\$/Ton	\$/Ton	- Bungara							The state of the s	\$/Ton	5/Ten	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	S / Tou	\$/Ton	\$/Ton	\$/							
	\$2.42	24	2 52.42	57.47	\$2.42	\$2.55	\$2.68	\$2.81	\$2.94	950 500 500				+		-	Party and	\$2.42	52.81	\$2.94	\$2.42	\$2.42	52.42	\$2.42	\$2.42	\$2.55	\$2.68	52.81	,							
1. 6-<5						+	-										Carles of the Control				-			-					-							
2. 5-<10	\$3.12	\$3.17	2 \$3.12	\$3.12	\$3.12	\$3.25	\$3.38	\$3.51	\$3.64								617	\$3.12	\$3.51	\$3.64	\$3.12	\$3.12	\$3.12	\$3.12	\$3.12	\$3.25	\$3.38	\$3.51	1							
3. 10 - <15	\$3.82	\$3.82	2 \$3.82	\$3.82	\$3.82	\$3.95	\$4.08	\$4.21	\$4.34									\$3.82	\$4.21	\$4.34	\$3.82	\$3.82	\$3.82	53.82	\$3,82	\$3.95	\$4.08	\$4,21								
4. 15 - <20	\$4.52	\$4.5	2 \$4.52	\$4.52	\$4.52	\$4.65	\$4.75	\$4.91	\$5.04								Symptom to the	\$4.52	\$4.91	\$5.04	\$4.52	\$4.52	\$4.52	\$4.52	\$4.52	\$4.65	\$4.78	\$4.91								
	\$5.22	\$5.2	2 \$5.22	\$5.22	\$5.22	\$5.35	\$5.48	\$5.61	\$5.74	A. S.							A STATE OF THE PARTY OF THE PAR	\$5.22	\$5.61	\$5.74	\$5.22	\$5.22	\$5.22	\$5.22	\$5.22	\$5.35	\$5.48	\$5.61								
5. 20 - < 25	\$5.92	\$5.9	2 \$5.92	\$5.92	\$5.92	\$6.05	\$6.18	\$6.31	\$6.44	Carried Control							S. Carlotte	\$5.92	\$6.31	\$6.44	\$5.92	\$5.92	\$5.92	\$5.92	\$5.92	\$6.05	\$6.18	\$6.31	T							
6. 25 - <30	\$6.62	\$6.6	2 \$6.62	\$6.62	\$6.62	\$6.75	\$6.88	\$7.01	\$7.14	2							4.	\$6.62	\$7.01	\$7.14	\$6.62	\$6.62	\$6.62	\$6.62	\$6.62	\$6.75	\$6.88	\$7.01								
7. 30 - <35										- The state of							The state of the s		L.,,				L.,		ļ				1							
n % Increase 1st Renewal	20%														<u> </u>					<u> </u>																
n % Increase 2nd Renewal 2. Location of Vendor Plant	10% RIGGS QUARRY	A MILI	ERSBU	RG QUAL	RRY									************							-			-	-	-										
Honor Pricing for New Plants during 6 Cooperative Purchasing? Y or N Provide material after normal Work H	Contract YES YES																			4.7	- Charles and a special and a				- in the same											



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

ADDENDUM # 2 - Issued November 30, 2015

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

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

1) Addendum 2 shall replace Addendum 1. Please sign and submit Addendum 2 with your Bid Response.

By: Sales
Cheli Haley, Buyer
Boone County Purchasing

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

Company Name:	AP-1	
Address:		
Phone Number:	Fax Number:	
E-mail:		
Authorized Representative Signature:	Date:	
Authorized Representative Printed Name:		

			E QUA VAL PE	RRIES RICING		ONE QUARRIES 1st Renewal -1-14 - 12-31-14 0% Increase		ONE QUARRIES 2nd Renewal 1-15 - 12-31-15 3% Increase			
*3	DESCR IPTION	Unit of Mensur e Tons APPRO XIMAT	UNIT PRICE PER TON	EXTENDED PRICE	Renewal 1-1-14 - 12-31-14 UNIT PRICE	EXTENDED PRICE	Ind Renewal 1-1-15 - 12-31-15 UNIT PRICE	EXTENDED PRICE			
4.7.1.	RSB	50,000	\$6.28	\$314,000.00	\$6.28	\$314,000.00	\$6.47	\$323,420.00			
4.7.2	SRI	75,000	\$6.69	\$501,750.00	\$6.69	\$501,750,00	\$6.89	\$516,802.50	Maria San		
4.7.3.	SR1.5	50,000	\$6.69	\$334,500.00	\$6.69	\$334,500.00	\$6.89	\$344,535.00	300		
4.7.4.	SR2.5	25,000	\$6.40	\$160,000.00	\$6.40	\$160,000.00	\$6.59	\$164,800.00			
4.7.5.	CRI	50,000	\$9.00	\$450,000.00	\$9.00	\$450,000.00	\$9,27	\$463,500.00	Total in		
4.7.6.	CR1.5	1,000	\$8.90	\$8,900.00	\$8.90	\$8,900.00	\$9 17	\$9,167,00			
4,7,7.	CRZ	500	\$7.96	\$3,980.00	\$7.96	\$3,980.00	\$8.20	\$4,099.40			
4.7.8.	CR3	1,500	\$7.96	\$11,940.00	\$7.96	\$11,940.00	\$8 20	\$12,298.20			
4.7.9.	MS	3,500	\$5.00	\$17,500.00	\$5.00	\$17,500.00	\$5 15	\$18,025.00			
4710	QR	1,500	\$7.39	\$11,085.00	\$7.39	\$11,085.00	\$7.61	\$11,417.55			
4.7.11	GQR	500	\$10.11	\$5,055.00	\$10.11	\$5,055.00	\$10.41	\$5,206.65			
4717	SP	500	\$10.11	\$5,055.00	\$10.11	\$5,055 00	\$10.41	\$5,206.65	200		
4713	WR	2,000	\$3.91	\$7,820.00	\$3.91	\$7,820.00	\$4.03	\$8,054.60	100		
471	GQR6X	1,500	\$10.11	\$15,165 00	\$10.11	\$15,165.00	\$10.41	\$15,619.95	N. Carlot		
4.735	GQR6X	1,000	\$10.11	\$10,110.00	\$10.11	\$10,110.00	\$10,41	\$10,413.30	VIEW W		
471		1,500	\$10.87	\$16,305.00	\$10,87	\$16,305.00	\$11.20	\$16,794.15	11-11-11		
4.7.1	SC.5	6,000	\$10.87	\$65,220.00	\$10.87	\$65,220.00	\$11.20	\$67,176.60	37 192		
471	SP-Spal	1000	\$10.11	\$10,110.00	\$10.11	\$10,110.00	\$10.41	\$10,413 30			
4.71		1000	\$5.25	\$5,250.00	\$5.25	\$5,250.00	\$5.41	\$5,407.50	11 32 3		
4 7.2	Pupped Rock Per ton add	1000	\$0 50	\$500.00	\$0,50	\$500.00	\$0.52	\$515.00			
	GRB	20000			\$6.90	\$138,000.00	\$7.11	\$142,140.00	12.00		
-		100	TOTAL.	\$1,954,245.00	TOTAL	\$2,092,245.00	TOTAL	\$2,155,012.35		55.64	123

			-	BOONE QUARRIES AL PRICING 1-1-14 - 12-31-14 0% Increase							BOONE QUARRIES 2nd Renewal 1-1-15 - 12-31-15 3% Increase										
				4.	a Chip	MAL PR	KMG-	POB PLA	NE ONE	Y											
1.8,1	DESCRIP	Unit of Messure Tons APPROXI MATE QTY	UNIT PRICE PER TON	EXTE	NDED PE	RICE	Int Renewal 1-1-14- 12-31-14 UNIT PRICE PRICE PRICTUM 0%	EXTE	NDED PI	RICE	Renewal 1-1-15 - 12-31-15 UNIT PRICE PER TURN 0%	EXT	EXTENDED PRICE								
	SC.375	1,200	\$10.87	S	13,044.00		\$10.87	5	13,044.00)	\$11.20		\$13,435.32		1						
	SC.5	7,500	\$10.87	3	81,525.00		\$10.87	1	81,525.00)	\$11.20		\$83,970.75								
			TOTAL	\$	94,569.00		TOTAL	1	94,569.00)	TOTAL		\$97,406.07								
	- Liferral			AB.MA	EMUM	* PICE	ASU PO	n.SECTI	ens 4.1.	AND 42											
daxu	Renewa							10.0	10%												
laxu	Renewa	cease 2nd						10.0	00%												
to caracribid	N-DEWIN			4.10	. DELIV	ERY PRI	CING	And about 1 to 1 to 1							4.10.	DELIVE	RY PRIC	ING			
						1-1-1	12-	31-14								1-1-15	- 12-	31-15			
desire a	Sch	edule	A	B	C	D	E	V	G	Н	1		A	8	C	U	IC.	F	G	H	1
	Fuel	Price	<\$2.00	\$2.00 - <2,25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3,00- <3,25	\$3.25 - <3.50	\$3,50 - <3.75	\$3.75 <\$4,00		<\$2,00	\$2.00 - <2,25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3,00	\$3.00- <3.25	\$3.25 ··· <3.50	\$3.50 <3.75	\$3.75 - <\$4,00
	Distans	op (Miller)	S/Ton	5/Ten	5/Ten	5/You	5/Yen	S/Ton	\$ / Yes	\$/You	\$/Ton		S / Ten	\$/Ten	\$/Ten	\$/Ten	\$/Ton	5/Ten	5/Ten	\$/Ton	S/To
.10 1	0.	-<5	\$2.58	\$2.58	\$2.58	\$2.58	\$2.58	\$2.58	\$2.70	\$2.72	\$2.75		\$2.66	\$2.66	\$2.66	\$2.66	\$2.66	\$2.66	\$2.78	\$2.80	\$2.83
10.2	5-	<10	\$3.29	\$3.29	\$3.29	\$3.29	\$3 29	\$3.29	\$3.45	\$3.48	\$3.51		\$3.39	\$3.39	\$3,39	\$3.39	\$3 39	\$3 39	\$3.55	\$3.58	\$3 62
.10.3	10	-<15	\$3.77	\$3.77	\$3.77	\$3,77	\$3.77	\$3.77	\$3.95	\$3.99	\$4.02		\$3.88	\$3.88	\$3.88	\$3.88	\$3.88	\$3.88	\$4.07	\$4.11	\$4 14
.18.4	15	~ <20	\$4.57	\$4 57	\$4.57	\$4.57	\$4.57	\$4.57	\$4.79	\$4,83	\$4.88		\$4.71	\$4.71	\$4.71	\$4.71	\$4.71	\$4.71	\$4.93	\$4,97	\$5.03
1 EUr.5	20	- < 25	\$5.31	\$5.31	\$5.31	\$5.31	\$5.31	\$5.31	\$5.57	\$5.62	\$5.67		\$5.47	\$5.47	\$5.47	\$5.47	\$5.47	\$5.47	\$5.74	\$5.79	\$5.84
4 10.0	25	~ <30	\$5.75	\$5.75	\$5.75	\$5.75	\$5.75	\$5.75	\$6.03	\$6.08	\$6.14		\$5.92	\$5,92	\$5.92	\$5.92	\$5,92	\$5.92	\$6,21	\$6.26	\$6,32
101	30	- <35	\$6,64	\$6.64	\$6.64	\$6,64	\$6,64	\$6.64	\$6,96	\$7 03	\$7 09		\$6,84	\$6,84	\$6.84	\$6.84	\$6.84	\$6.84	\$7.17	\$7.24	\$11.0
	nom % In	crease lat	anate a			0.	***********			************			THE THE THE THE PERSON NAMED IN	-	-						-
Rester	wal											10.00%									
Repo		crease 2nd										10 00%									
4.12	Location Plant	n of Vendo		raie - 3 (41)	Creary C	names Ra	rd Columb	na, MO 65	202							Vest Scale	-2510 N	Studium I	Blvd. Cal	umbia, Mi	0-65202
-	Ficence P	ricing for										Y			other deposits of						
4.13		ants during	9						-			1							-		-
4.13	Connece	ntjee																			
4.14	Coopers Purchas Provide	me? Yor			nominated the control of the control					· · · · · · · · · · · · · · · · · · ·		Y									

	RENEWAL P	RECENG		1	hu Wisnuri	Lincoln, Ruces	Litater,					sed Afternoon	Limeraran. Italica	inist . Paulys	
-		SPOTE CERTIFIE	The particular of the State of	RIGGS QU			L PRICING	1		MILLERSBURG QUARRY MENEWAL PENCING					
ACCAN	DESCRIPTION	Unit of Moneyer Tons	UNIT PRICE PER TON	EXTENDED PRICE	1-1-50 - 15-31-64 UNIT PRICE PER TON 5% Instance	EXTEMPED PRICE	Said Managed 1-1-18 - 45-34-36 UPGT PRICE PER TON 0% Decrees	EXTENDED PRICE	PE	NET RICE E FORM	EXTENDED PRICE	Let Bosonol 2-3-24 - El-34-34 Uppg PRICE 2/ER TOH 076 Sources	EXTENDED PRICE	ted Beneval 1-5-18 - 15-31-18 UNIT PRICE PER TON 9% Increase	EXTENDED PERCE
47.).	RSB	50,000	6.00	\$300,000.00	\$6.30	\$335,000.00	\$6.30	\$315,000.00	5	3.75	\$287,500.00	5.75	9287,500.00	5.75	\$287,500.00
472	SRI	75,000	6.95	\$521,250.00	\$7.30	\$547,312.50	\$7.30	8547,500.00	6	5.70	\$502,500.00	6.70	\$502,500.00	6.70	\$502,500.00
4.7.3.	SR1.5	50,000	6.95	\$347,500.00	\$7.30	\$364,875.00	\$7.30	\$365,000.00	6	5.70	\$335,000.00	6.70	\$335,000.00	6.70	\$135,000.00
4.7.4.	SR2.5	25,000	6.95	\$173,750.00	\$7.30	\$182,437.50	\$7.30	\$182,500.00	6	5,70	\$167,500.00	6.70	\$167,500.00	6.70	\$167,500.00
4.7.3.	CRI	50,000	9.25	8462,500,00	\$9.71	\$485,625.00	\$9.71	8485,500.00	9	0.00	\$450,000.00	9.00	8450,000.00	9.00	\$450,000.00
4.7.6.	CR1.5	1,000	8.50	\$8,500.00	38.93	38,925.00	\$8.93	\$8,930.00	8	3.40	\$8,400.00	8.40	38,400.00	8.60	\$8,400.00
4.7.7.	CR2	500	8.50	\$4,250.00	\$8.93	\$4,462.50	\$8.93	84,465,00	8	3.40	\$4,200.00	8.40	\$4,200.00	8.40	\$4,200.00
4.7.2	CR3	1,500	8.50	\$12,750.00	\$8.93	\$13,387.50	38.93	\$13,395.00	8	8.40	312,600.00	8.40	\$12,600.00	8.40	\$12,600.00
47.9.	Ms	3,500	9.00	\$31,500.00	\$9.45	933,075.00	39.45	\$33,075.00	5	9.00	\$31,500.00	9.00	\$31,500.00	9.00	\$31,500.00
4.7.10.	QR	1,500	6.45	\$9,675.00	36.77	\$10,158.75	\$6.77	\$10,155.00	6	5.45	\$9,675.00	6.45	\$9,675.00	6.45	\$9,675.00
47.11	GQR	500	9,25	84,625.00	\$9.71	34,856.25	\$9.71	\$4,855.00	8	8.85	\$4,425.00	8.85	\$4,425.00	8.85	84,425.00
1.7.12.	SP	500	8.75	\$4,375,00	39.19	\$4,593.75	\$9,19	\$4,595.00		8.50	\$4,250.00	8.50	\$4,250.00	8.50	\$4,250.00
47.13.	WR	2,000	3.25	\$6,500.00	\$3.41	\$6,825.00	\$3.41	\$6,820.00		3.00	\$6,000.00	3.00	26,000.00	3.00	\$6,000.00
4.7.14,	GQR6X9	1,500	9.25	913,875,00	\$9.71	\$14,568.75	\$9.71	\$14,565.00		9.00	\$13,500,00	9.00	\$13,500.00	9.00	313,500.00
4,7.13.	GQR6X12	1,000	9.25	\$9,250.00	89.71	\$9,712.50	\$9.71	\$9,710.00		9.00	\$9,000.00	9.00	\$9,000.00	9.00	\$9,000.00
4.7.16.	9C.375	1,500	15.00	\$22,500.00	315.75	\$23,625.00	\$15.75	\$23,625.00	D	no bid	#VALUE!	no bsd	#VALUE!	no bid	PVALUE
4,7,17.	9C.5	6,000	13.00	\$78,000.00	513.65	\$81,900.00	\$13.65	\$81,900.00	D	bid o	FVALUE	no bid	#YALUE!	no bid	#VALUE!
4.7.1C	SP-Spatis	1000	8.75	\$8,750.00	\$9.19	\$9,187.50	\$9.19	\$9,190.00		8.50	\$8,500.00	8.50	\$8,500.00	8,50	\$8,500.00
4.7.19.	Fill Material	1000	3.00	\$3,000.00	\$3.15	\$3,150.00	#3.15	\$3,150.00	建	3.00	\$3,000.00	3.00	\$3,000.00	3.00	\$3,000.00
4.7.20.	Pugged Rook Per ion add un	1000	0.50	\$500.00	\$0.53	\$525.00	20.53	\$530.00		0.50	\$500.00	0.50	\$500.00	0.50	\$500.00
	ORB	20000			36.3 0	\$126,000.00	\$6.30	3126,000.00				5.75	\$115,000.00	5.75	\$115,000.00
0	4		TOTAL	\$2,623,686.00	TOTAL	\$2,124,203.50	TOTAL	\$2,250,460.00	T	OTAL	\$1,858,050.00	TOTAL	31,973,050.00	TOTAL	31,973,050.00
- park			24			-	44-CHIP STALE	MCSING POS PLANT CHILY							
4,8.1.	DESCRIPTION	Action VARIORIZING GAA IN	UNIT PRICE PE	EXTENSION PRICES	Let Research L-L-Le - ER-Ve-Le UNIT PRICE PUR TRUK AVE Recessor	ELTOPAN PINCE.				UNIT POM	sociologo Pilici	1 of Regional 1-1-14 - 13-31-14 UNIT PRICE PER TON 9% Inoccoos	EXTENDED PRICE	het Housest 1-4-64 - 23-23-64 Uster prantik Pelik Tepet 6% houvene	EXTENSION PROCES
	BC.375	1,200	\$15.06	\$18,000.00	\$15.75	20.00				no bid	20.00	bid on.	\$0.00	nó bắt	30.00
	8C.5	7,300	\$11.00	\$97,500.00	313.65	\$0.00				bid on	20,00	abel can	\$0.00	ao bid	\$0.00
	1	No. of Lot, House, etc., in case of	TOTAL	5118,880,00	TOTAL	\$4,00				TOTAL	\$0.00	TOTAL	\$0.00	TOTAL	26.09

Maximum & Institute Int Report

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RENEWAL PRICING				31	id History	ilina	57004.	Niero !	Mares		1: 0:000					-	did-Misser	Himeson	. Wilter	hare (fuerri			-					Janes de la constante de la co	to Charles	-
		2002.00	WHAT I'M	of 22 major	tin deriveta to	May at	CONTR	ACT			tietan	apart product	COMP. CO	MARKET 20 14 304	-34 69	Tabación MT	in the second	10				Sept Spiller				official of				
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Fuel Prior	~43.E0		11.13 - <1.10		51.79 - «MD	€3.26- <3.25		85.50 <3.73	53.75 nd.600	-11.86	47		\$3.65 <2.75	(U). 7.8 <3.00	83.8m. <3.26	11.371- -(3.50	37, Ev-195, EK	13.79 ~- ~1.00	-Q.M	\$58-A7	931.79 <4.80	*13.00	\$1.00 - <1.28	4780 8578	10,200 Q.75	NE.28. <3.00	89,89. <3.25	10\38- <3.50	\$6.50 - <0.75	\$1.7 <4.
Distriction (54ffm)	\$ 1 Tong	ğ.; Tuu	Tone	II) Truc	1 · Tot	g.) Tan	g i Free	F/Tem	I (Tour	S/Ton	117en	S/Yen	S Yes	2/Van	\$/Yes	6/1 	5/7m	1 (Fun	1/fea	t : You	T/Yes	1/ Ton	1) Ton	1 (Tan	3 - Yan	2. Tan	\$r¥m	3/Yes	9/Tm	# Te
4141 4 4	\$2.42	na	22.43	21.42	2.4	\$2.55	32.68	32.81	22,54	81.54	22.50	E.54	2.54	\$2.54	32.64	\$2.81	32.95	\$3.09	12.54	\$2,67	\$2.67	\$9.54	32.54	32.34	82.54	23.54	32,68	\$2.81	\$2.95	23.
1203 6-40	53.12	53.12	83.12	\$3.12	\$3.12	\$3.25	23.38	\$3.31	\$3.64	53.28	\$3.20	\$3.28	\$3.28	\$3.28	\$3.41	\$9,55	\$3.69	\$53.82	\$3.28	23.44	23:44	53.28	\$3.28	\$3.28	nu	13.28	\$3.41	\$3.55	\$3.60	23.
(A) 18 - 215	\$3.42	\$3.62	33.82	83.81	£3.£3	\$3.95	54.06	34.21	54.34	\$4.01	\$4,0	84.01	\$4.01	\$4.01	84.15	\$4.28	34.42	34.56	\$4.01	34.31	3421	34.01	\$4.01	34,01	84.01	84.01	34.13	34.22	34.42	34
L184 U · 3B	84.52	84.52	84.52	34.52	\$4.52	84.65	34.75	84.91	25.04	\$4.75	34.7	34.75	84.75	84.75	\$4.BJ	\$4.99	23.16	\$5.29	54.73	\$4.98	\$4.98	34.75	84.75	34.75	\$4.75	\$4.75	34.81	34.99	\$3,16	23
4191 79-139	33.22	25.22	15.22	85.22	\$5.22	£5.35	\$5.44	\$5.61	25.74	25.48	\$3.4	\$5,48	85.48	\$5.48	\$5.62	35.75	33,89	56.03	25.48	35.76	\$5.76	23,40	25,48	23.46	25.48	25.48	85.62	85.75	25.39	25
4 jus 24 - < 30	35.92	25.97	25,92	25,92	85,91	36,01	36.18	\$6.31	36.64	96.20	36.2	2 36.22	36.22	\$6.22	36.35	\$6.49	36.63	36.76	36.22	\$6.53	36.53	36.33	\$6.22	26.22	\$6.72	36.22	26.33	\$8.49	\$6.63	36
A107. 20-48	\$6.62	\$6.42	26.62	26.62	36.63	36,75	\$6.88	37.01	\$7.14	36.95	26.9	5 86.95	\$6.95	36.95	\$7.09	\$7.23	\$7.36	87.50	\$6.95	87.30	97.30	\$6.95	\$6.95	\$6.93	96,95	36.95	87.00	\$7.22	37.36	27
	1	ON APPLE	Y Preside	nest to		NY-¢RSC	divij. Li	ONTERNÉT		***	LIP BOOK	PROCEST >40	ž. žiminosti sa są	de Ber	Want to	MARKEN.	14-M 12	548-44 548-44	9677	FERST PRINCIPALITY	LEDWINITED 4	GOVERN THE O	MOYOWAL.		-		1414	16 (21-76-1	a and the	RIA
N-So-Bells	A	8	C	B	R	1	G.	h	'	A	*	E	20	E.	B	G	a	1	^	10		A		E	0	*		9	60	
Pull Pita	-52.10	471	12.25 42.46	- 57.90 · -3.75	\$2.76 - <1.65		33.28 - 3.80	-Q.78	EX.75 2.50	40.00	R 83,61 <2.1	i. \$3.36 ≤ <2.50	€2.75	\$31.76- <3.40	33.0% <3.38	4.B	B3.50 - +3.75	44.00	-3246	20:20 - 10:25	33,75 ~4.80	-11.00	31.80 · <2.28	4.50	12.85 · <2.76	€3.59 · <3.00	43.00- <3.25	-41.00 -41.00	33.5K- <3.75	4
Stringer (MBH)	& Comp.	fin Test	II 1 Total	Toda Toda	Tops	Ton	B/Tre	5 Tung	S/Total	Sife	S/Ym	SITAM	3/7m	S Ton	A) Tou	SITAR	S.º Tap	5 · Tate	\$7Tm	3 / Tong	3/Tan	37 Pm	9/Ton	I · Ten	SrTwa	\$7Tex	\$ / Tes	S/Tes	S/Tim	87%
A161 41.45	22.43	22.4	2 82.4	2.42	\$2.42	\$2.55	\$2.66	92.81	57.94	n.o	1 52	12 57.42	\$2.42	92.43	\$2.55	\$2,68	\$2.81	32,94	24	\$2.81	\$2.94	22.42	\$2.42	24	na	11.6	\$2.55	\$2.64	\$2.81	27
5186 A - 108	\$5,12	\$3.1	2 33.13	2 23.12	\$3.12	33.2	23.31	23.51	23.64	\$3.12	2 23.	12 23.12	\$3.12	89,12	33.25	\$3.38	\$3.51	23.64	\$3.12	\$3.51	\$2,64	\$3,12	\$3,12	\$3,12	83.12	E3.12	\$3.25	10.31	\$3.51	31
4103 18-413	23.62	10.0	2 83.8	33.82	\$3.82	53.9	5 54.00	84.21	94.34	90.00	23:	13.82	83.62	E3.12	\$3.95	\$4.08	34.21	34.34	27.82	34.21	54.34	25,82	89.82	20.22	83.82	\$3.82	\$3,95	34.08	54,21	3
siùa 1810	94.52	\$4.5	32 84.5	2 54.52	34,52	34.6	5 84,75	84.91	25.04	\$4.50	2 84.	92 84.50	34.52	84.52	14.65	54.78	\$4.91	\$5.04	\$4.52	\$4.91	25.04	84.52	\$4.52	84.52	84,52	34.52	84,65	34.78	34.91	2
1102 20-415	8.12	-	\$3.2	-	-	-	5 \$3.4	-	\$5.74	\$5.23	+	+	-	\$3.22	+	-	33.61	25.74	\$5.22	35,61	23.74	25.22	\$5.22	\$5.22	\$5.22	\$5.22	25.35	23.48	25.61	+
19-59	23.92	-	-	35,92	-	-	3 36,1	-	36.44	25.97	+	-	-	+	+		\$631	36,44	35.92	\$631	86,44	85.92	\$5.92	-	25.91	85.92	36,03	96.18	≥11	+
	2.63	35.2	52 96.6	36.62	36.62	86.7	5 \$6.8	\$ \$7.01	87.14	24.5	2 1	62 96.6	36.62	\$6.62	16.73	36.89	87.01	87.14	36.62	87.01	\$7,14	36.62	26.62	86.63	36.42	36.63	36.75	36.81	\$7,01	8
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PURCHASE AGREEMENT FOR CRUSHED STONE AGGREGATE AND CHIP SEAL PRODUCTS TERM AND SUPPLY

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

- 1. Contract Documents This agreement shall consist of this Purchase Agreement for Crushed Stone Aggregate and Chip Seal Products Term and Supply, County of Boone Request for Bid #76-30NOV15, Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Attachment A, Percent Passing Sieve Sizes, and Attachment B, Current Rock Specification, as well as the Contractor's bid response dated November 24, 2015 and executed by Greg Alderson on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms and Conditions, Attachment A, Percent Passing Sieve Sizes, and Attachment B, Current Rock Specification, and the Standard Terms and Conditions, shall prevail and control over the Contractor's bid response.
- 2. Contract Duration The contract period shall be January 1, 2016 through December 31, 2016, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one-year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
- **3.** Purchase/Service The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Crushed Stone Aggregate and Chip Seal Products. All products under this contract shall be in conformity with the bid specifications and contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.
- **4.** *Delivery* Contractor agrees to deliver FOB Plant or Destination at the County's discretion as soon as practicable after orders are received to the designated location in conformity with the contract documents for the specific items bid and awarded to Contractor. Any items not conforming to bid specifications may be rejected by County, whether at the time of delivery or at any time prior to use, and returned to Contractor at Contractor's expense.
- 5. Billing and Payment All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days after receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

- **6.** *Binding Effect* This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 7. Entire Agreement This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- **8.** *Termination* This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
 - c. If appropriations are not made available and budgeted for any calendar year.

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

CON-AGG of MO, L.L.C. d/b/a BOONE QUARRIES	BOONE COUNTY, MISSOURI
by fine Alher-	by: Boone County Commission
title Sales	Daniel K. Atwiff, Presiding Commissioner
address 2604 N. Stadium Blvd	
Columbia, Mo 65202	
APPROVED AS TO FORM:	ATTEST:
County Counselor	Wendy S. Noven, County Clerk Wendy S. Noven, County Clerk
AUDITOR CERTIFICATION	
In accordance with RSMo 50.660, I hereby certify that a suffic available to satisfy the obligation(s) arising from this contract.	
the terms of the contract do not create a measurable county ob	ligation at this time.)
Some E. Pitchfood	1/7/16 2040-26200/26201 Term/Supply No Encentrana Reguerid
Signature by a	Date Appropriation Account

_	DECDOLOR	
~	RESPONSE	
.).	101 401 001010	1.(/ 1 / 1 / 1 / 1

5.1. Company Information
Name: CON-Hag of MO. d/bk Boone Quarries
Name: CON-Agg of MO. d/bk Boone Quarries Address: 2604 N. Stadium Blvd. Columbia, MO 45202
Phone Number: 573-446-0919 Fax Number: 573-446-0147
Email: Cathy. tourville@conagg-mo.com Federal Tax ID: 43-1765061
☐ Corporation
□ Partnership Name:
☐ Individual/Proprietorship Name:
Y Other: LLC

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

Line	Description	Unit of Measure Tons Approximate Quantity	Unit Price Per Ton	Extended Total	
5.2.1.	RSB	50,000	\$ 6.75	\$ 337,500.00	
5.2.2.	SR1	75,000	\$ 7.15	\$ 534, 250.00	
5.2.3.	SR1.5	50,000	\$ 7.15	\$ 255, 612.50	X357,500.°
5.2.4.	SR2.5	25,000	\$ 7.15	\$ 178,750.00	
5.2.5.	CR1	50,000	\$ 9.50	\$ 475,000.20	
5.2.6.	CR2	500	\$ 8.65	\$ 4,325.00	
5.2.7.	CR3	1,500	\$ 8.65	\$ 12,975.00	
5.2.8.	MS	3,500	\$ 5.35	\$ 18,725.00	
5.2.9.	QR	1,500	\$ 7.75	\$ 11,625,00	
5.2.10.	GQR	500	\$ 10.65	\$ 5,325.00	
5.2.11.	SP	500	\$ 10.55	\$ 5,275.00	
5.2.12.	WR	2,000	\$ 4.05	\$ 8,100.00	
5.2.13.	GQR6X9	1,500	\$ 10.55	\$ 15,825.00	
5.2.14.	GQR6X12	1,000	\$ 10.55	\$ 10550,00	
5.2.15.	SC.375	1,500	\$ 11.50	\$ 17,250.00	
5.2.16.	SC.5	6,000	\$ 11.50	\$ 69,000.00	
5.2.17.	SP=Spalls	1,000	\$ 10.55	\$ 10,550,00	
5.2.18.	Fill Material	1,000	\$ 5.63	\$ 5,630.00	
5.2.19.	Pugged Rock	1,000	\$.55	\$ 550,00 add-on cost/ton	
5.2.20.	Grand Total			\$ 1978 017 50	i indude

2,078,867.50 - this include 2,078,867.50 - ChipN SEAL 5.3. Chip Seal Pricing: FOB Plant Only

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

5.4. Renewal Pricing Increases for Sections 5.2. a	.4.	Kenewal Pricing	Increases	tor	Sections	5.4.	and	5.5
--	-----	-----------------	-----------	-----	----------	------	-----	-----

First Renewal Term: O-10 %

Second Renewal Term: 0-10 %

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

average price and the sampling spreadsheet used to develop the average.

	Schedule	Á	В	C	D	Е	F	G	Н	I
	Fuel Price	<\$1.75	\$1,75~ <2.00	\$2,00 - <2.25	\$2.25 -	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 <3.25	\$3.25 - <3.50	\$3.50 - <3.75
Line	Distance (Miles)	\$/ Ton	\$/Ton	\$/Ton	\$ / Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton
5.5.1.	0 - <5	2.66	2.66	2.66	2.66	2.66	2.66	2.66	2.78	2.80
5.5.2.	5 - < 10	3.39	3.39	3.39	3.39	3.39	3.39	3.39	3.55	3,58
5.5.3.	10 - <15	3.88	3.88	3.88	3.88	3,88	3.88	3.88	4.07	4.11
5.5.4.	15 - <20	4.71	4.71	4.71	4.71	4.71	4.71	4.71	4.93	4.97
5.5.5.	20 - <25	5.47	5,47	5,47	5,47	5,47	5,47	5.47	5.74	5.79
5.5.6.	25 - <30	5.92	5.92	5,92	5.92	592	592	592	4.21	4.26
5.5.7.	30 - <35	6.84	6.84	6.84	6.84	6.84	6.84	6.84	7.17	7.24
5.5.8.	35 - <40	8.75	8.75	8.75	8.75	8.75	8,75	8.75	9.08	9.15

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

First Renewal Term: O-10 %

Second Renewal Term: 0-10 %

5.7. Location of Vendor's Plant(s): Boone Querries-East 3101 Creasy Spring Rd.
Boone Quaries-West 2510 N Stadium Blvd

5.8. Will you honor these prices for any new or acquired plant opened during the contract term? ∑ Yes □ No
5.9. Will you provide the material bid above to Boone County after normal working hours, on weekends, and on holidays, if requested? X Yes \sum No
5.10. Cooperatives Will you honor the submitted prices for use by other entities who participate in cooperative purchasing with Boone County, Missouri? (A negative response to this question will not affect evaluation of your bid.) ☐ Yes ☐ No
The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.
Authorized Representative (Print Name):
Signature Date
Signature Date

PERCENT PASSING SIEVE SIZES

TYPE	3"	2- 1/2"	2"	1-1/2"	1"	3/4"	1/211	3/8"	No.	No. 8	No. 10	No. 16	No.30	No.40	No.200
RSB					100		60-90		35- 60				10-35		
SRI					100			65*			5-25				
SR2.5		90- 100			45-60				0-20						
CR1				100	95- 100		25-60		0-10	0-5					
CR 1.5			100	90- 100	20-55	0- 15		0-5							
CR2		100	90- 100	35-70	0-15		0-5								
CR3	100	90- 100	35-70	0-15		0-5									
SC.375							100	97- 100	0-12						
SC.5						100	85- 100	30-65	0-5						
GQR6X9															
GQR6															
GRB					100		60-90		35- 60				10-35		8-15

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

GQR6X9

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

GQR6X12

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

BOONE COUNTY PUBLIC WORKS CURRENT ROCK SPECIFICATIONS (2004)

1003.2.3

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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

County of Boone)
County of $8cone$) ss State of $9cone$)
My name is Greg Alderson. I am an authorized agent of Booke
My name is Greg Alderson. I am an authorized agent of Booke (Bidder). This business is enrolled and participates in a federal work
authorization program for all employees working in connection with services provided to the
County. This business does not knowingly employ any person that is an unauthorized alien in
connection with the services being provided. Documentation of participation in a federal work
authorization program is attached hereto.
Furthermore, all subcontractors working on this contract shall affirmatively state in
writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter
be in violation and submit a sworn affidavit under penalty of perjury that all employees are
lawfully present in the United States.
Affiant Date
Printed Name Printed Name Alderson Printed Name
Subscribed and sworn to before me this 24 day of Notary Public Commission # 13422492 Randolph County Notary Public Commission # 13422492 Randolph County Notary Public





Company ID Number: 235307

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

Emphyon Con Anglot MC (CC)	
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The Bright of a Marion of Scott 18, 5 July 1, 15 in Twell	
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5年5月1日 1月 1日	Addition of the second
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CERTIFICATION OF INDIVIDUAL BIDDER

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

1. I have provided a copy of documents showing citizenship or lawful

1.	presence in the United license, U.S. passport,	y of documents showing citizenship or lawful I States. (Such proof may be a Missouri driver's birth certificate, or immigration documents). Note lien, verification of lawful presence must occur pricenefit.
2.		e documents, but provide an affidavit (copy allow for temporary 90 day qualification.
3.	the State ofof the birth certificate	pleted application for a birth certificate pending in Qualification shall terminate upon receipt or determination that a birth certificate does not a United States citizen.
	/	
Applicant	Date	Printed Name
	/	

<u>AFFIDAVIT</u> (Only Required for Individual Bidder Certification Option #2)

State of Missouri)		
County of)SS.)		
	n or am classif		ear upon my oath that I am government as being lawfully
Date		Signature	
Social Security Number or Other Federal I.D. Number	er	Printed Name	
On the date above we facts contained in the forego information and belief.			before me and swore that the ner best knowledge,
		Notary Public	
My Commission Expires:	/		

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

(Please complete and return with Bid)

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Greg Alderson, Sales Rep	resentative	
Print Name and Title of Authorized Represer	ntative	
Frey Aldern	11/21/15	
Signature	Date	

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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



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

NO BID RESPONSE FORM

Cheli Haley

Buyer Phone: (573)886-4392

Fax: (573)886-4390

chaley@boonecountymo.org

BID INFORMATION:

Bid Number: 76-30NOV15

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

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

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

Business Name:	Market State		
Address:			
·			
		•	
Telephone:			
Contact:	1		
Date:			
Reason(s) for not bidding:	<i>'</i>		



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRO	DUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036				CONTACT NAME: PHONE [A/C, No. Ext): [A/C, No]: E-MAIL ADDRESS:					
					INSURER(S) AFFORDING COVERAGE				NAIC #	
5086	628-AII-GAWU-15-16				INSURER A ; ACE American Insurance Company					22667
INSU	RED Con-Agg of MO, LLC				INSURER B: Indemnity Insurance Company Of North America					43575
	2604 North Stadium Blvd.				INSURER C: National Union Fire Ins Co Pittsburgh PA					19445
	Columbia, MO 65202				INSURE	RD:				
					INSURE	RE:				
					INSURE	RF:				
				NUMBER:		006587431-07		REVISION NUMBER: 0		
IN	HIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE- ERTIFICATE MAY BE ISSUED OR MAY F ICLUSIONS AND CONDITIONS OF SUCH F	QUIR ERT. POLIC	EME! AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF ANY ED BY 1 BEEN R	CONTRACT THE POLICIES EDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPEC	OT TO	WHICH THIS I
NSR LTR	TYPE OF INSURANCE	NSR.	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)		LIMITS	3	
Α	GENERAL LIABILITY			HD0 G27392428		03/31/2015	03/31/2016		\$	2,000,000
	X COMMERCIAL GENERAL LIABILITY					1		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
	CLAIMS-MADE X OCCUR							MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	\$	2,000,000
								GENERAL AGGREGATE	\$	4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:								\$	4,000,000
	POLICY PRO- JECT LOC								\$	500,000
Α	AUTOMOBILE LIABILITY			ISA H08854038		03/31/2015	03/31/2016	COMBINED SINGLE LIMIT (Ea accident)	\$	5,000,000
	X ANY AUTO								\$	
	ALL OWNED SCHEDULED AUTOS				i			PRODERTY PARAGE	\$	
	X HIRED AUTOS X NON-OWNED AUTOS							(Per accident)	\$	
_				DE 004 400000		02/04/0046	00/04/0046	SIR	<u> </u>	500,000
С	X UMBRELLA LIAB X OCCUR			BE 061406639	ľ	03/31/2015	03/31/2016	EACH OCCURRENCE	\$	15,000,000
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	15,000,000
	DED RETENTION \$			WLR C48148438 (AOS)		03/31/2015	03/31/2016		\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WLR C48148633 (AZ)	- 1	03/31/2015	03/31/2016	X WC STATU- TORY LIMITS OTH- ER		1,000,000
Α	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		11LX C40140033 (AZ)	ľ	00/01/2010	03/3/1/2010		\$	1,000,000
	(Mandatory In NH) If yos, describe under							E.L. DISEASE - EA EMPLOYEE		1,000,000
	DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL a County Purchasing is named as Additional Insured w							or to services performed		l
Room	a County Purchasing is named as Additional Insured w	nun res	spect to	the above General Liability Policy,	n required	by a written com	tract executed pro	or to services performed.		
										1
										l
										- 1
CE	RTIFICATE HOLDER				CANC	ELLATION				
Boone County Purchasing 613 E. Ash St. Room 113 Columbia, MO 65201						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
					AUTHORIZED REPRESENTATIVE of Marsh USA Inc.					
	1				Rudy P	. Milfort	-	CA CALL	D	
						© 19	88-2010 AC	ORD CORPORATION. A	(I) rial	nts reserved.



BOONE COUNTY, MISSOURI

Request for Bid #: 76-30NOV15 - Crushed Stone Aggregate and Chip Seal Products

ADDENDUM # 2 - Issued November 30, 2015

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

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

1) Addendum 2 shall replace Addendum 1. Please sign and submit Addendum 2 with your Bid Response.

By: Salge Cheli Haley, Buyer Boone County Purchasing

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

Company Name:	CON-Agg of	Mo d/b/a	Boone Quarrie					
Address:	2604 N.	Stadium	Blud.					
Phone Number: _	573-446-6919	Fax Number: 51	13-446-0147					
E-mail: Greq. A	Iderson@ conagg-mo.	com						
Authorized Representative Signature: Jug Allu Date: 11/30/15								
Authorized Representative Printed Name: Creq Aldersow								



REQUEST FOR BID

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

Cheli Haley

Buyer

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

chaley@boonecountymo.org

BID DATA

INFORMATION

Bid Number: 76-30NOV15

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

SUBMISSION INFORMATION

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

Location: Boone County Purchasing Department

Boone County Annex Building 613 East Ash Street, Room 109

Columbia, MO 65201

OPENING INFORMATION

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

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1.1. INVITATION - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page and described in greater detail in the following Sections of this Request for Bid.

1.2. DEFINITIONS

- 1.2.1. County This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
 - 1.2.1.1. <u>Purchasing</u> The Purchasing Department, including its Purchasing Director and staff.
 - 1.2.1.2. <u>Department(s) or Office(s)</u> The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
 - 1.2.1.3. <u>Designee</u> The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. <u>Bidder / Contractor / Supplier</u> These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
 - 1.2.2.1. <u>Bidder</u> Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
 - 1.2.2.2. <u>Contractor</u> The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
 - 1.2.2.3. <u>Supplier</u> All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. <u>Bid</u> 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. <u>Response</u> The written, sealed document submitted according to the Bid instructions.
- 1.3. BID CLARIFICATION Questions regarding this Bid should be directed in writing, by email or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty-eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations, and bid awards are posted on our web site at:

- www.showmeboone.com Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. <u>Bidder Responsibility</u> 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. <u>Bid Addendum</u> If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. AWARD Award shall be made to the Bidder(s) whose offer(s) provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County's needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County. The County also reserves the right to award to multiple vendors.
- 1.5. CONTRACT EXECUTION This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
 - 1.5.1. <u>Precedence</u> In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - a. the provisions of the Contract (as it may be amended);
 - b. the provisions of the Bid:
 - c. the provisions of the Bidder's Response.
- 1.6. Contract Period Term and Supply Contracts resulting from this Bid shall have an initial twelve (12) month contract period beginning January 1, 2016. In the event any provisions of the contract are not fulfilled by the Contractor, and/or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 1.7. Contract Renewal The contract may be renewed by the County for up to an additional two (2) one-year periods unless cancelled by the Purchasing Department Director in writing prior to any renewal period. The unit prices identified on the Response Form shall remain fixed for the identified initial contract period. If the County exercises the option for renewal, the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form. If renewal percentages are <u>not</u> provided, then prices during any renewal period shall be the same as during the initial contract period.

- 1.8. Contract Extension The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 1.9. COMPLIANCE WITH STANDARD TERMS AND CONDITIONS Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.
- 1.10. Non-Collusion Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Missouri or United State law.
- 1.11. Contract Documents The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) days of award on contract. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.
- 1.12. PRICING All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs, including but not limited to: taxes, handling, shipping, freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum services or total prices.
- 1.13. Delivery Pricing for delivery or pick up is requested in multiple formats:
 - 1.13.1. Furnish Crushed Stone Aggregate: F.O.B. Point of Origin (Vendor's Plant). The County will pick up and haul crushed stone aggregate from the plan
 - 1.13.2. Furnish and Deliver Crushed Stone Aggregate: F.O.B. Destination. Delivery of crushed stone aggregate to designated Boone County site to include labor and transportation costs.
 - 1.13.3. Chip Seal Products: F.O.B. Point of Origin (Vendor's Plant). The County will pick up and haul chip seal products from plant.

2. CONTRACT CONDITIONS AND REQUIREMENTS

2.1. Insurance

2.1.1. Insurance Requirements - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must

- carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.1.2. Employers Liability and Workers Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Employers Liability and Workers Compensation Insurance for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.
- 2.1.3. Commercial General Liability Insurance The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
 - 2.1.3.1. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- 2.1.4. Business Automobile Liability The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.1.5. Subcontractors Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such

- coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.1.6. Proof of Carriage of Insurance The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- 2.2. INDEMNITY AGREEMENT To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
 - 2.2.1. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.
- 2.3. OVERHEAD LINE PROTECTION The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for contribution against the County on behalf of the

- Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.
- 2.4. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED Contractor shall comply with Missouri State Statute Section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Please return a copy of the Memorandum of Understanding that you will receive following completion of enrollment. This will provide the County the proof of enrollment.
 - 2.4.1. Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
- 2.5. SALES/USE TAX EXEMPTION County will provide the Contractor with a Missouri Tax Exemption letter and, if applicable, a Missouri Project Exemption Certificate for Boone County, Missouri. The Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five (5) years and for compliance with all other terms and conditions of section 144.062 RSMo. not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.6. DESIGNEE Chet Dunn, Road Maintenance Operations Manager, 5551 Tom Bass Road, Columbia, MO 65201.

- 2.7. BILLING AND PAYMENTS The County desires to receive weekly invoices itemizing the job site areas and providing supporting detail for each load that is delivered or picked up in addition to receiving a monthly statement. Computerized billing is preferred. Invoices and monthly statements should be submitted to Boone County Public Works, 5551 Tom Bass Road, Columbia, MO 65201. Payments shall be made within thirty (30) days after receipt of a correct and valid monthly statement.
 - 2.7.1. The billing code used shall be the item number that the vendor normally uses when billing for the designated material. All units shall be stated in tons unless otherwise noted.
 - 2.7.2. Invoices for all contracted work shall include the following information at a minimum:
 - a. County's Contract Number.
 - b. The date, time, and location of the service provided.
 - c. Load details
 - d. Units stated in tons.

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

3. PRIMARY SPECIFICATIONS

- 3.1. Scope of Work It is the intent of the County to secure a Term and Supply contract for the furnishing, delivery, and/or pick-up of crushed stone aggregate and the pick-up of chip seal products as detailed in the following specifications.
- 3.2. Background Information The contract resulting from this Request for Bid will replace contract number 08-14FEB13 that will expire on December 31, 2015. To view past award information, please navigate to Bid Awards on our website at www.showmeboone.come and select 2013. More information that includes the previous Request for Bid and Bid Tabulation can also be found on our website in the 2013 Bid Archives.
- 3.3. QUANTITY All orders shall be made on an "as needed" basis. Quantities for each item in the specifications are approximate quantities for overall County use based on historical data. Quantities purchased from the Contractor will vary according to need within a given area. The County makes no representation or guarantee concerning quantities of rock it will purchase from the Contractor.

3.4. GENERAL INFORMATION:

3.4.1. The County reserves the right to award to more than (1) supplier. The County will purchase products from the plant offering the most competitive pricing as determined by the hauling cost and/or unit price per ton as bid by the vendor. Boone County will evaluate the total cost from each plant and will purchase crushed stone aggregate from the source that constitutes the most economical purchase for the delivery site.

- 3.4.2. The County reserves the right to specify the delivery route to each job. Delivery routes should typically be on paved roads as much as possible. Delivery route mileage may be determined online maps, GIS software, or by odometer. If a vendor has more than one quarry location, delivery would be expected from the closest quarry; however delivery may be made from another location based on vendor operational efficiencies.
- 3.4.3. Crushed Stone Aggregate Technical Specifications Aggregate shall be composed of durable particles of rock. When tested in accordance with AASHTO T96 (American Association of State Highway and Transportation Officials), the percentage of wear shall not exceed as indicated in the tables below. The percentage of deleterious substances shall not exceed the following values and the sum of percentages shall not exceed six (6) percent.
 - 3.4.3.1. Deleterious rock and shale 6.0 percent by weight
 - 3.4.3.2. Mud balls -2.5 percent by weight
 - 3.4.3.3. Other foreign materials 1 percent by weight

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

n. WR (Waste Rock)	60
*By products of the crushing process, accepted upon visual inspection	
o. Full Material (Stripping from quarry	

p. Pugged Rock

- 3.4.4. Crushed Stone Aggregate Testing Requirement The Contractor shall be required to allow Boone County or its representative to test materials during normal working hours to assure compliance with any and all requirements stated in this bid specification. Hardness testing may be performed and shall conform to bid specifications.
 - 3.4.4.1. Materials that fail to comply with specifications shall not be sold to the County. Should these materials be received by or delivered to the County and incorporated into work in progress, the Contractor shall reimburse the County for all deficient material at the rate of fifty percent (50%) per unit price bid herein for every ton of deficient materials. If material is taken to a job site, rejected, and return is requested prior to being laid, the County will not pay for any of it. Designee or authorized representative shall determine the extent and volume of deficient material and notify the Contractor of deficiencies.
- 3.4.5. <u>Chip Seal Specifications</u> SC.375 and SC.5 are grades 3 and 2 respectively, as found in the Missouri Standard Specifications for Highway Construction **revised** 1996. **2004 Section 1003.2.1. Grade C** of the above manual shall apply to these items except the percentage of wear shall not exceed 30.

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

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

3.5. Other Conditions And Requirements

- 3.5.1. <u>Bid Clarification</u> Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Cheli Haley, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392; Fax (573) 886-4390, E-mail: chaley@boonecountymo.org.
- 3.5.2. Award of Contract The County reserves the right to award to more than one (1) supplier. The County's decision will be based upon the ability of the source to supply acceptable goods or services within the County's time requirements. In addition, the County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

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

- 4.1. RESPONSE CONTENT In order to enable direct comparison of competing Responses, Bidder is to submit their Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses should be submitted using the provided Response Sheet. Every question should be answered, and if not applicable the section must contain "N/A" or "No Bid".
- 4.2. SUBMITTAL OF RESPONSES Responses are to be received by the date and time noted on the title page. NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the U.S. Postal Service or any other mail carrier.
 - 4.2.1. Submittal Package Submit, to the location specified on the title page, an original and **two (2) copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the bid number** and the due date and time.
- 4.3. ADVICE OF AWARD A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 4.4. BID OPENING On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 4.5. REMOVAL FROM VENDOR DATABASE If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 4.6. RESPONSE CLARIFICATION We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 4.7. REJECTION OR CORRECTION OF RESPONSES We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 4.8. EVALUATION PROCESS Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.

- 4.9. METHOD OF EVALUATION The County will evaluate submitted responses in relation to all aspects of this Bid. A major factor of the determination of the lowest and best bid for the FOB Plant award will be the cost per ton of rock product and the physical location of the plant for the average haul distance.
- 4.10. ACCEPTABILITY We reserve the sole right to determine whether goods and/or services offered are acceptable for County use.
- 4.11. ENDURANCE OF PRICING Your pricing must be held until contract execution or sixty (60) days, whichever comes first. In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the County.
- 4.12. DISCREPANCY In the event of a discrepancy between a unit price and extended line item price, the unit price shall govern.

5. RESPONSE FORM

5.1. Company Information		
Name:		
Phone Number:		
Email:	Federal Tax ID:	
☐ Corporation		
□ Partnership Name:		
☐ Other:		

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

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

5.3. Chip Seal Pricing: FOB Plant Only

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

5.4. Re	newal Pr	ricing In	creases for	Sections	5.2.	and	5.3.
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First Renewal Term:	%
Second Renewal Term:	0/2

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

Schedule B C D E F G H A <\$1.75 \$1.75 -\$2.00 -\$2.25 -\$2.50 -\$2.75 -\$3.00 -\$3.25 -\$3.50 -Fuel Price <2.00 <2.25 <2.50 <2.75 <3.00 <3.25 <3.50 < 3.75 Distance \$/ Line \$ / Ton \$/Ton \$/Ton \$ / Ton \$/Ton \$/Ton \$ / Ton \$ / Ton (Miles) Ton 5.5.1. 0 - < 55.5.2. 5 - < 10 5.5.3. 10 - < 15 15 - < 20 5.5.4. 5.5.5. 20 - < 25 25 - < 305.5.6. 30 - < 35 5.5.7.

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

5.5.8.

35 - < 40

First Renewal Term:

Second Renewal Term:	%	
5.7. Location of Vendor's Plant(s):		

0/0

5.8. Will you honor these prices for any new or acquired plant opened during the contract term? ☐ Yes ☐ No
5.9. Will you provide the material bid above to Boone County after normal working hours, on weekends, and on holidays, if requested? ☐ Yes ☐ No
5.10. Cooperatives Will you honor the submitted prices for use by other entities who participate in cooperative purchasing with Boone County, Missouri? (A negative response to this question will not affect evaluation of your bid.) □ Yes □ No
The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.
Authorized Representative (Print Name):
Signature Date

PERCENT PASSING SIEVE SIZES

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

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

GQR6X9

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

GOR6X12

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

BOONE COUNTY PUBLIC WORKS CURRENT ROCK SPECIFICATIONS (2004)

1003.2.3

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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

County of)			
)ss State of)			
My name is	I am an author	zed agent of	
(Bidder). This busin	ness is enrolled and	participates in a	ı federal work
authorization program for all employees w	orking in connection	on with services	provided to the
County. This business does not knowingly	employ any person	n that is an unau	thorized alien in
connection with the services being provide	ed. Documentation	of participation i	n a federal work
authorization program is attached hereto.			
Furthermore, all subcontractors wo	rking on this contra	ect shall affirmat	ively state in
writing in their contracts that they are not i	n violation of Secti	on 285.530.1, sh	nall not thereafter
be in violation and submit a sworn affidavi	it under penalty of p	perjury that all en	mployees are
lawfully present in the United States.			
	Affiant	Dat	te
	Printed Name		
Subscribed and sworn to before me this	day of	. 20	
	_ 449 61	,,	
	Notary Pı	ıblic	
	-		

CERTIFICATION OF INDIVIDUAL BIDDER

contract, loan, retiren disability benefit, hou presence in the Unite	nent, welfare, health benefit, jusing benefit or food assistand d States. Please indicate com	erson applying for or receiving any grant, post secondary education, scholarship, see who is over 18 must verify their lawful pliance below. Note: A parent or guardian who is citizen or permanent resident need not
1.	presence in the United State license, U.S. passport, birth	ocuments showing citizenship or lawful s. (Such proof may be a Missouri driver's certificate, or immigration documents). Note: rerification of lawful presence must occur prior.
2.		uments, but provide an affidavit (copy for temporary 90 day qualification.
3.	the State of	application for a birth certificate pending in Qualification shall terminate upon receipt ermination that a birth certificate does not ted States citizen.
Applicant	Date	Printed Name

<u>AFFIDAVIT</u> (Only Required for Individual Bidder Certification Option #2)

State of Missouri)
County of)SS.
I, the undersigned, be either a United States citizer admitted for permanent resi	eing at least eighteen years of age, swear upon my oath that I am or am classified by the United States government as being lawfully lence.
Date	Signature
Social Security Number or Other Federal I.D. Numb	Printed Name
On the date above w facts contained in the foregoinformation and belief.	appeared before me and swore that the ing affidavit are true according to his/her best knowledge,
	Notary Public
My Commission Expires:	•

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

(Please complete and return with Bid)

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

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

Date

Signature

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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



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

NO BID RESPONSE FORM

Cheli Haley Buyer

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

chaley@boonecountymo.org

BID INFORMATION:

Bid Number: 76-30NOV15

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

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

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

Business Name:	460	
Address:		
Telephone:		
Contact:		
Date:		
Reason(s) for not bidding:		



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

ADDENDUM #1 - Issued November 20, 2015

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

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

1) The County received a request for current crushed stone aggregate and chip seal pricing. Attached is the current pricing.

By: Jacob M. Garrett, Buyer
Boone County Purchasing

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

Company Name:		
Address:		
Phone Number:	Fax Number:	
E-mail:		
Authorized Representative Signature:		
Authorized Representative Printed Name:		

			E QUAI VAL PR		21 1-1-	NE QUARRIES nd Renewal -15 - 12-31-15 % Increase	
4.7	DESCR IPTION	Unit of Measur e Tons APPRO XIMAT	UNIT PRICE PER TON	EXTENDED PRICE	2nd Renewal 1-1-15 - 12-31-15 UNIT PRICE PER TON 3% Increase	EXTENDED PRICE	
.7.1.	RSB	50,000	\$6.28	\$314,000.00	\$6.47	\$323,420.00	Page 1
.7.2.	SRI	75,000	\$6.69	\$501,750.00	\$6.89	\$516,802.50	
.7.3.	SR1.5	50,000	\$6.69	\$334,500.00	\$6.89	\$344,535,00	A the
.7.4.	SR2.5	25,000	\$6.40	\$160,000,00	\$6,59	\$164,800.00	go garage
.7.5.	CR1	50,000	\$9.00	\$450,000.00	\$9.27	\$463,500.00	
.7.6.	CR1.5	1,000	\$8.90	\$8,900.00	\$9.17	\$9,167,00	i se
.7.7.	CR2	500	\$7.96	\$3,980.00	\$8.20	\$4,099.40	i i i i i i i i i i i i i i i i i i i
.7.8.	CR3	1,500	\$7.96	\$11,940,00	\$8.20	\$12,298.20	
.7.9.	MS	3,500	\$5.00	\$17,500.00	\$5.15	\$18,025.00	
.7.10	QR	1,500	\$7,39	\$11,085,00	\$7.61	\$11,417.55	The state of the s
.7.11	GQR	500	\$10.11	\$5,055.00	\$10.41	\$5,206.65	
.7.12	SP	500	\$10.11	\$5,055.00	\$10.41	\$5,206.65	Sir I
.7.13	WR	2,000	\$3.91	\$7,820.00	\$4,03	\$8,054.60	
.7.14	GQR6X	1,500	\$10.11	\$15,165.00	\$10.41	\$15,619.95	4
.7.15	GQR6X	1,000	\$10.11	\$10,110.00	\$10 41	\$10,413.30	(C)
.7.16		1,500	\$10.87	\$16,305.00	\$11.20	\$16,794.15	a
1.7.17	SC.5	6,000	\$10.87	\$65,220.00	\$11.20	\$67,176.60	
1.7.18	8 SP=Spal	1000	\$10.11	\$10,110.00	\$10.41	\$10,413.30	No.
1.7.19		1000	\$5.25	\$5,250.00	\$5.41	\$5,407.50	7.00
4.7.20	Pugged	1000	\$0,50	\$500.00	\$0.52	\$515,00	5"
	GRB	20000			\$0,00	\$0.00	
San Carlle			TOTAL	\$1,954,245.00	TOTAL	\$2,012,872.35	#4

			E QUAR VAL PRI	NE QUA nd Rend -15 - 12- % Incre	wal -31-15						and a	1910	22					
				4.8. C	hip seal p	RICING -	FOB PLANT OF	NLY				- 1	365		TEE	September 1	Out of	all de la
i.8.1.	DESCRIP TION	Unit of Measure Tons APPROX IMATE QTY	UNIT PRICE PER TON					2nd Renewal 1-1-15 - 12-31 15 UNIT PRICE PER TON 0% Increase	EXTE	NDED P	RICE							
	SC.375	1,200	\$10.87	c	-	-		\$11,20		\$13,435.3	2	Parties						F't
	SC.5	7,500	\$10.87					\$11.20		83,970.7	5							11/4
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										<\$2.00	\$2.00 - <2,25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00- <3.25	\$3.25 - <3.50	\$3,50 - <3,75	\$3.75 - <\$4.00
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									What I	\$0.00	\$0,00	\$0.00	\$0,00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
									ACD PROPERTY.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0,00	\$0.00	\$0.00
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_									134.24	\$0,00	\$0.00	\$0.00	\$0.00	\$0,00	\$0.00	\$0.00	\$0.00	\$0.00
				1					2	\$0.00	\$0,00	\$0.00	\$0.00	\$0.00	\$0,00	\$0.00	\$0.00	\$11.00
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daxi daxi daxi dene 4.12	mum % Inc wal mum % Inc wal Location Vendor P Honor P New Pla Coopera	crease 1st crease 2nd of Plant ricing for ants during	East Scal	2 - 3,101 Creas	y Springs Roa	d Columbia	a, MO 65202		Y Y			We	est Scale -	2510 N. S	tadium Bl	vd., Colu	mbia, MC	65202

					08-14FEB1	3 - Crushed S	tone Aggre	gate and Chip	Seal Pr	oducts	Term and Supp	ly							
F	ENEWAL PI	RICING		.14	id-Missouri L	imestan, Riggs	Quarry.				,	did-Mirsouri i	(intestun, Miller	iburg Quaery					
7 BASI	BID PRICING - C	CRUSHED STONE		RIGGS QUA	RRY	RENEWAL	PRICING		7		MILLEI	RSBURG QUA	ARRY R	ENEWAL PR	ICING				-21
	DESCRIPTION	Unit of Measure Tors APPROXIMATE QTY					2nd Renewal 1-1-15 - 12-31-15 UNIT PRICE PER TON 6% Increase	EXTENDED PRICE						2nd Renewal 1-1-15 - 12-31-15 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE				
7,1.	RSB	50,000		1			\$6.30	\$315,000.00	A 1/2					5.75	\$287,500.00				
2.	SR1	75,000					\$7 30	\$547,500.00	F Han					6.70	\$502,500,00				
7.3.	SR1.5	50,000					\$7.30	\$365,000.00	200					6.70	\$335,000.00				
7.4.	SR2.5	25,000					\$7.30	\$182,500.00	100000					6.70	\$167,500.00				
7.5.	CRI	50,000					\$9.71	\$485,500.00	Ye					9.00	\$450,000.00				
.6.	CR1.5	1,000					\$8.93	\$8,930.00						8.40	\$8,400.00				
7,7.	CR2	500					\$8.93	\$4,465.00	4 10					8.40	\$4,200.00				
.8.	CR3	1,500					\$8.93	\$13,395.00	4					8.40	\$12,600.00				
7.9.	Ms	3,500					\$9.45	\$33,075.00						9.00	\$31,500,00				
7.10.	QR	1,500					\$6.77	\$10,155.00	p					6.45	\$9,675.00				
.11.	GQR	500					\$9.71	\$4,855.00	Section 1					8.85	\$4,425 00				
12.	SP	500					\$9.19	\$4,595.00	100					8.50	\$4,250.00				
7.13.	WR	2,000					\$3.41	\$6,820.00						3 00	\$6,000.00				
7.14.	GQR6X9	1,500					\$9.71	\$14,565.00						9.00	\$13,500.00				
.7.15.	GQR6X12	1,000					\$9.71	\$9,710.00	Cools.					9,00	\$9,000.00				
.7.16.	SC.375	1,500					\$15.75	\$23,625.00	P. 1					no bid					
7.17.	SC.5	6,000		:			\$13.65	\$81,900.00	S. C. C.					no bid	100			31523	
6.7.18.	SP=Spalls	1000		:			\$9.19	\$9,190.00	Britan Salah					8.50	\$8,500.00				
7.19.	Fill Material	1000		:			\$3 15	\$3,150.00	AC INTERNAL					3.00	\$3,000.00				
4.7.20.	Pugged Rock	1000					\$0.53	\$530.00	- Indicate and a second					0.50	\$500.00				
	Per ton add on GRB	20000					\$6.30	\$126,000.00						5.75	\$115,000.00				
3.82	URB	2000					TOTAL	\$2,250,460.00	244					TOTAL	\$1,973,050.00				
		1 1		i ·				HCING - FOB PLANT O	MY.						i di				
	DESCRIPTION	APPROXIMATE QTV IN TONS	UNIT PRICK PRR	EXTENDED PRICE	1st Renewal 1-1-14 - 12-31-14 UNIT PRICE PER TON 5% Increase	EXTENDED PRICE	WALLES SOUTH	- January Control of the Control of		L'NIT PRICE PER TON	EXTENDED PRICE	1st Renewal 1-1-14 - 12-31-14 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE	1st Renewal 1-1-14 - 12-31-14 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE	e projection of the control of the c			
4.8.1.	SC.375	1,200	\$15.00	\$18,000.00	\$15.75	\$0.00				no bid	\$0.00	no bid	\$0.00	no bid	\$0.00		2		
	8C.5	7,500	\$13.00	\$97,500,00	\$13.65	\$0.00			Call Stay By	no bid	\$0.00	no bid	\$0.00	no bid	\$0.00				
200	80.3	7,300	TOTAL	\$115,500,00	TOTAL	\$0,00				TOTAL	\$0.00	TOTAL	\$0,00	TOTAL	\$0.00	Hand I	7		E. 5
		USE FOR SECTIONS 4.7.							- In-								· · · · · · · · · · · · · · · · · · ·		ji alimpa an
aximum	% Increase 1st Rene	hve	10%								Name in the last of the last o				COLUMN TO THE PARTY OF THE PART			- white particular in the same of the same	Admiration of the last

			:			08-14FEB	13 -	Crus	hed S	tone Aggr	egat	and Chip	Seal Pro	oducts	Term a	nd Sup	oly										2 4		-	- Jan		
RENE	WAL PRICING				34	id-Missouri	Lime	ston,	Riggs	Quarry							Mid-Mirson	ai Linesi	rum, Mil	forsburg	Quarry				la l		-	-	L. C.	I B	-	
IO DELIVERY PR	nemine		DELIVE	INY PR	CERIG	GO QUARRY ORI	GINAL	CONTR	ACT		1	DEFTA	DELIVERY PRICE RIGGS QUARRY 18T RENEWAL: 14-12-31-14 SM-INCREASE 14-15-11								PRICE RIGGS QUARRY IND RENEWAS. -15 - 12.31-15 - 04 INCREASE											
O. Patri Visita Ca	Schedule	A	В	C	D	g	F	G	H	1			T		T	T		8	A		Н	1	A	В	C	D	E	F	G	н	I	
	Fuel Price	<\$2.00	\$2.00 - <2.25	\$2.25 - <2,50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00- <3.25	\$3.25 -	\$3.50 <3.75	\$3.75 - <4.00	ion 1							1 265	<\$2	00 \$3.	50 - <3.75	\$3.75	<\$2.00	\$2,00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3,00	\$3.00- <3.25	\$3.25 - <3.50	\$3.50 <3.75	\$3.75 - <4.00	
	Distance (Miles)	\$/Ton	S / Ton	S/ Ton	S/ S Ten	3/Ton	\$/ Ton	S/Ton	S/Ton	\$/Ton	C. Tele								5/1	on S/To	n	S/Ton	S/Ton	\$/Ton	\$/Ton	S/Ton	S/Ton	S/Ton	S/Ton	S/Ton	\$/Ton	
		\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.55	\$2,68	\$2.81	\$2.94								- Anna	\$2.	54	\$0.00	\$0.00	\$2,54	\$2.54	\$2.54	\$2.54	\$2,54	\$2.68	\$2.81	\$2.95	\$3.09	
4.10.1.	0 - <5	\$3.12	53.12	\$3.12	53.12	\$3.12	\$3,25	\$3.38	\$3.51	\$3.64	100 Tel							The second	23.	28	\$0.00	\$0.00	\$3.28	\$3.28	\$3.28	\$3.28	\$3.28	\$3.41	\$3.55	\$3.69	\$3.82	
4.10.2.	5 - <10	\$3.82	\$3.R2	\$3.82	\$3.82	\$3.82	\$3.95	\$4,08	\$4.21	\$4,34	0.5								\$4.	01	\$0,00	\$0,00	\$4.01	\$4.01	\$4.01	\$4.01	\$4,01	\$4.15	\$4.28	\$4.42	\$4.56	
4.10.3.	10<15	\$4.52	\$4,52	\$4.52	\$4,52	\$4.52	\$4.65	\$4.75	\$4.91	\$5,04									54.	75	\$0,00	\$0,00	\$4.75	\$4.75	\$4.75	\$4,75	\$4,75	\$4.88	\$4.99	\$5.16	\$5.29	
4.10.4.	15 -<20 20 -< 25	\$5.22	\$5.22	\$5.22	\$5.22	\$5.22	\$5.35	\$5.48	\$5.61	\$5.74								W. Millyan P.	\$ \$5.	48	50.00	50.00	\$5.48	\$5.48	\$5.48	\$5.48	\$5.48	\$5.62	\$5.75	\$5.89	\$6.03	
4.10.6.	25 - <30	\$5.92	\$5.92	\$5.92	\$5.92	\$5.92	\$6.05	\$6.18	\$6.31	\$6.44	SPH 32								\$6.	22	\$0.00	\$0.00	\$6,22	\$6.22	36.22	\$6,22	\$6.22	\$6.35	\$6.49	\$6,63	\$6.76	
4.10.7.	30 - <35	\$6.62	\$6.62	\$6.62	\$6.62	36.62	\$6,75	\$6,88	57.01	\$7.14	10.00 m							ik.	\$6	95	\$0.00	\$0.00	\$6.95	\$6.95	\$6.95	\$6,95	\$6.95	\$7.09	\$7.22	\$7,36	\$7.50	
	38/	na,	LIVERY	PRICE	MILLER	EBURG QUARR	Y ORIGI	NAL C	ONTRACT	۲, .									16 m	BLAVERY F	RICE MILL	RUBBURG C	WARRY 18Y	ENEWAL.				1-1-1	4 - 12/33/1	4 ONENC	TRASE	
O DELIVERY ?	Schedule	A	В	С	D	R	F	G	14	ī			<u> </u>			1	de filosofo de la constitución d				Н	I	A	В	C	D	E	F	G	н	1	
	Fuel Price	<\$2.00	\$2.00 -	\$2.25 -	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00-	\$3.25	- \$3.50 - <3.75	\$3.75 - <4.00	- N - N - N - N - N - N - N - N - N - N								<52	1.00 \$3	3.50 - <3.75	\$3.75 <4.00	<\$2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 -< 3.00	\$3.00- <3.25	\$3.25-	\$3.50 - <3.75	\$3.75	
	Distance (Miles)	\$/Ton	S / Ton	\$/ Ton	\$/ Ton	\$/Ton	S/ Ton	\$ / Tor	\$/Ton	S / Ton	34	A CONTRACTOR OF THE CONTRACTOR						47.03	5/	Ton S/To	on	\$/Ton	\$/Ton	\$/Ton	5 / Ton	S/Ton	\$/Ton	5/Ton	S/Ton	3/Ton	S / Ton	
4,10.1.	0-<5	\$2.42	\$2.42	\$2.42	\$2,42	\$2.42	\$2.55	\$2,68	52.81	\$2.94	- Contra							Dec. of	\$2	.42	\$2.81	\$2.94	\$2.42	\$2,42	\$2.42	\$2.42	\$2.42	\$2.55	\$2.68	\$2.81	\$2.9	
4.10.2	5 - <10	\$3.12	\$3.12	\$3.12	\$3.12	\$3.12	\$3.25	\$3.38	\$3.51	\$3.64									53	.12	\$3.51	\$3.64	\$3.12	\$3.12	\$3.12	\$3.12	\$3.12	\$3.25	\$3.38	\$3.51	\$3.6	
4.10.3.	10-<15	\$3.82	\$3.82	\$3.82	\$3.82	\$3.82	\$3.95	\$4.08	\$4.21	\$4.14	10							A STATE OF THE PARTY OF THE PAR	23	.82	\$4.21	\$4,34	\$3.82	\$3.82	\$3.82	\$3.82	\$3,82	\$3.95	\$4.08	\$4,21	\$4.3	
4,10.4.	15.<20	\$4.52	\$4.52	\$4.52	\$4.52	\$4.52	\$4.65	\$4.75	\$4.91	\$5.04	A. A. A.								54	.52	\$4.91	\$5.04	\$4.52	\$4.52	\$4.52	\$4.52	\$4.52	\$4.65	\$4.78	\$4.91	\$5.0	
4.10.5.	20 - < 25	\$5,22	\$5.22	\$5.22	\$5.22	\$5.22	\$5.35	\$5,48	\$5.61	\$5.74	100	3							S:	.22	\$5.61	\$5.74	\$5.22	\$5,22	\$5.22	\$5,22	\$5.22	\$5.35	\$5.48	\$5.61	\$5.7	
4.10.6.	25 - <30	\$5.92	\$5.92	\$5.92	\$5.92	\$5.92	\$6,05	\$6.11	\$6.31	\$6.44	Charles to Co	3							\$	3.92	\$6.31	\$6.44	\$5.92	\$5.92	\$5.92	\$5.92	\$5.92	\$6.05	\$6.18	\$6.31	\$6.4	
4.10.7.	30 - <35	\$6,62	\$6,62	\$6,62	\$6,62	\$6.62	\$6.75	\$6.8	\$7.01	\$7.14	3								S	5.62	\$7.01	\$7,14	\$6.62	\$6.62	\$6.62	\$6.62	\$6.62	\$6.75	\$6.88	\$7.01	\$7.1	
eximum % Incress	% INCREASE POR SECTION A se 1st Renewal	10%	1	-	116	A CONTRACTOR OF THE PARTY OF TH					-												- Attached			ipi mayaran a	L LANGE	A Comment	-		-	
4.12. Locatio	ae 2nd Renewal on of Vendor Plant	RIGGS-OUARRY	MILL	ERSBU	RG QUAL	RRY																				2			4			
4.13. Honor	Pricing for New Plants during Contrative Purchasing? Y or N	YES	1								-									·····						· · · · · · · · · · · · · · · · · · ·		4 444	434		بنسست	
Provide	e material after normal Work Hours ands & Holidaya? Y or N	ASST		-			***************************************	-								-	;	***************************************				-	***************************************			-				-	-	



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

ADDENDUM # 2 - Issued November 30, 2015

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

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

1) Addendum 2 shall replace Addendum 1. Please sign and submit Addendum 2 with your Bid Response.

By: Cheli Haley, Buyer
Boone County Purchasing

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

Company Name:		
Address:		
Phone Number:	Fax Number:	
E-mail:		
Authorized Representative Signature:		
Authorized Representative Printed Name:		

				RRIES RICING		ONE QUARRIES 1st Renewal 1-14 - 12-31-14 0% Increase		ONE QUARRIES 2nd Renewal 1-15 - 12-31-15 3% Increase
1.7) D = // //	hips of a					-	
	DESCR	Measure Tons APPRO	UNIT PRICE PER TON	EXTENDED PRICE	Ronswal 1-1-14 - 12-31-14 UNIT PRECE	EXTENDED PRICE	2md Renewal 1-1-15- 12-31-15 UNIT PRICE	EXTENDED PRICE
4,7,1.	RSB	50,000	\$6.28	\$314,000 00	\$6.28	\$314,000.00	\$6 47	\$323,420.00
4.7.2	SRI	75,000	\$6 69	\$501,750.00	\$6,69	\$501,750,00	\$6,89	\$516,802.50
4.7 3.	SR1.5	50,000	\$6.69	\$334,500 00	\$6.69	\$334,500.00	\$6.89	\$344,535.00
4.7.4.	SR2.5	25,000	\$6 40	\$160,000.00	\$6.40	\$160,000.00	\$6,59	\$164,800.00
4.7.5.	CRI	50,000	\$9.00	\$450,000.00	\$9.00	\$450,000.00	\$9,27	\$463,500.00
4.7.6.	CRI 5	1,000	\$8.90	\$8,900.00	\$8.90	\$8,900.00	\$9 17	\$9,167,00
4.7,7	CR2	500	\$7.96	\$3,980 00	\$7.96	\$3,980.00	\$8,20	\$4,099.40
4 7,8	CR3	1,500	\$7.96	\$11,940.00	\$7 96	\$11,940.00	\$8 20	\$12,298.20
4.7.9	. MS	3,500	\$5.00	\$17,500.00	\$5.00	\$17,500 00	\$5 15	\$18,025.00
471	QR	1,500	\$7.39	\$11,085.00	\$7.39	\$11,085.00	\$7.61	\$11,417.55
471	GQR	500	\$10.11	\$5,055.00	\$10.11	\$5,055 00	\$10.41	\$5,206.65
471	2 SP	500	\$10.11	\$5,055.00	\$10 11	\$5,055 00	\$10.41	\$5,206.65
471	WR.	2,000	\$3.91	\$7,820.00	\$3.91	\$7,820.00	\$4.03	\$8,054,60
471	4 GQBleX	1,500	\$10.11	\$15,165 00	\$10 11	\$15,165.00	\$10 41	\$15,619,95
471	5 GQReX	1,000	\$10.11	\$10,110 00	\$10.11	\$10,110,00	\$10.41	\$10,413.30
471	SC.375	1,500	\$10.87	\$16,305,00	\$10.87	\$16,305.00	\$11.20	\$16,794.15
971	7 SC.5	6,000	\$10.87	\$65,220 00	\$10.87	\$65,220.00	\$11.20	\$67,176.60
471	B SP-Spa	1000	\$10.11	\$10,110.00	\$10.11	\$10,110.00	\$10.41	\$10,413 30
4.71	9 Fill Materia	1000	\$5,25	\$5,250,00	\$5,25	\$5,250.00	\$5.41	\$5,407.50
47.2	Pagged Rock Pe ton add	1000	\$0.50	\$500.00	\$0.50	\$500.00	\$0.52	\$515,00
	GRB	20000			\$6 90	\$138,000.00	\$7.11	\$142,140.00
PRI			TOTAL	\$1,954,245.00	TOTAL	\$2,092,245.00	TOTAL	\$2,155,012.35

			E QUA VAL PI					ONE QU 1st Res -1-14 - 1 0% Inc	1ewal 2-31-14	ES		2nd Re	12-31-15	-							
- tobiash		10-10-10-10-10-10-10-10-10-10-10-10-10-1	11	4	B. CHIP	HLAL PR	IC'DIG -	FOR PLA	NT ON	¥	7. 1		1,1		A.						
8.1	DESCRIP TION	Unic of Measure Tons APPROXI MATE QTY	UNIT PRICE PER TON	EXTE	NDED PR		Peneral 1-1-14- 12-31-14 UNFT PRICE PENETUN 0%	EXTE	NDED PI	RICE	Jani Renewal 1-1-15- 12-31-15 UNIT PRICE PUNIT PRICE JUNIT PRICE JUNIT PRICE JUNIT PRICE JUNIT J	EXT	ENDED PI	RICE							
	SC.375	1,200	\$10 87	5	13,044.00		\$10.87	\$	13,044 00)	\$11 20		\$13,435.32								11
	SC.5	7,500	\$10.87	\$	81,525.00		\$10.87	5	81,525.00)	\$11.20		\$83,970.7	5	1000						
7			TOTAL	\$	94,569.00		TOTAL.	5	94,569.0)	TOTAL		\$97,406.0	7							
		a series	-	AR MA	RIMUM	W ENCER	LASE PO	A SECTI	ONS 4.1.	AND 4.1					1552						
daxu	Remewa Kennewa							10.0	10%						1						
daxir	Kennes							10.0	00%						NAME OF THE OWNER.	- 1111	5 - A 1				6
o'r garanna a dhari	Administra		Annagin Turning	4.10	, DELIVI	ERY PRI	CING								4.10.	DELIVE	RY PRIC	ING			
						1-1-1	4 12-	31-14								1-1-15	- 12-	31-15			
	Sch	edulo	A	В	c	i)	E	F	G	Н	1		A	B		D	K	F	(i	H	1
	Fuel	Price	<\$2.00	\$2.00 - <2.25	\$2,25 - <2,50	\$2.50 - <2,75	\$2.75 - <3,00	\$3.00- <3.25	\$3.25 - <3.50	\$3.50 - <3.75	\$3.75 <\$4,08		<\$2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00- <3.25	\$5.25 ~ <3.50	\$3.50 <3.75	\$3.75 <\$4.00
	Distros	o (Miles)	\$/Ton	SITem	S / Ton	S/ Ton	\$ / Tee	S/Ton	S (Y'em	\$ / Tan	\$/Tun		S / Ton	Silian	5/ Ten	\$ / Tout	SITon	S. Fom	S / You	\$7 Ten	\$7 Tue
101	0	- <5	\$2.58	\$2.58	\$2.58	\$2.58	\$2.58	\$2.58	\$2.70	\$2.72	\$2.75		\$2.66	\$2.66	\$2.66	\$2.66	\$2.66	\$2.66	\$2.78	\$2.80	\$2.83
10)	5-	<10	\$3 29	\$3 29	\$3 29	\$3.29	\$3 29	\$3 29	\$3 45	\$3 48	\$3.51		\$3 39	\$3 39	\$3.39	\$3.39	\$3 39	\$3 39	\$3.55	\$3 58	\$3 62
1,14.	10	- <15	\$3.77	\$3 77	\$3.77	\$3.77	\$3,77	\$3.77	\$3.95	\$3.99	\$4 02		\$3 88	\$3.88	\$3.88	\$3.88	\$3.88	\$3.88	\$4.07	\$4.11	\$4 14
1 10.3	15	<20	\$4.57	\$4 57	\$4 57	\$4.57	\$4.57	\$4 57	\$4.79	\$4 83	\$4.88		\$4.71	\$4.71	\$4.71	\$4.71	\$4 71	\$4.71	\$4.93	\$4.97	\$5 03
4 10.	20	< 25	\$5.31	\$5.31	\$5.31	\$5.31	\$5.31	\$5.31	\$5.57	\$5.62	\$5.67		\$5 47	\$5.47	\$5 47	\$5.47	\$5.47	\$5.47	\$5.74	\$5.79	\$5.84
+ 10.	25	- <30	\$5.75	\$5.75	\$5.75	\$5.75	\$5 75	\$5.75	\$6.03	\$6.08	\$6 14		\$5.92	\$5.92	\$5.92	\$5.92	\$5,92	\$5.92	\$6,21	\$6.26	\$6,32
4 80	30	- <35	\$6,64	\$6.64	\$6,64	\$6,64	\$6.64	\$6,64	\$6.96	\$7 03	\$7 09	BQ Q	\$6.84	\$6,84	\$6.84	\$6.84	\$6,84	\$6.84	\$7.17	\$7.24	\$11.00
			119-1		, Y	B.	4		-		-	-	-						· · · · · · · · · · · · · · · · · · ·		
Maou Rate	urauri % lii wai	crease lat										10.00%									
Max	mum % fo	crosse Ind										10.00%									
4.12	Locasics	n of Vendo		toda . t lar	1 Cvarra e	minera D	and to almost	nin MOA	(2012			111 (12)3				Mart Deal	- 2519 N	Cradian	Alled Pol	umba ta	0 64102
4.13	Honor I	riving for		CRIS - 310.	Creasy S	THERE ICO	un Catunu	ng, MU 6:	PEU A	the each less property.	III saatulistuojispissä saan, 30	Personal distance and the	art dis a television of the second	In what we will any to	Waster, St. Communication	A Car Dicale	1-1010 N	STREET !	nive, I o	инция, М	A BARRA
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4.14	Purchas	meg Y or	-									γ.									
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to the same of the same of	The second secon	CHINNED MACHE	AND THE PERSON NAMED IN COLUMN TWO	RIGGS QU		A STATE OF THE PARTY OF THE PAR	L PRICING				and the same of th	MENUNG QU	Andrew Control of the	ENTRAL PI	dicing
ACCOUNT	DESCRIPTION	Unit of Monuters Tone A Principle Law Service	UNIT PRICE PER TON	EXTENDED PRICE	1-i Supposed 5-1-14 - 13-31-64 UNIT PRECE PER TON 6% Sabrepose	EXTERDED PRICE	Sand Shagastand 1-1-13 - 45-35-32 SPAT PARCE SPER TOYS 094 Instrume	extended price		UNIT PRIC	E EXTENDED PRICE	Set Renoval 2-5-14 - Eb-St-3-4 UNCT HISTON PER YOR VII Surveys	EXTENDED PRICE	Sad Manored 1-0-16 - 15-02-16 UNIT PRECE PER TON 0% Instance	EXTENDED PRICE
4.7.1.	RNB	50,000	6.00	\$300,000.00	\$6.30	\$315,000.00	\$6.30	\$315,000.00	髓	5.75	\$287,500,00	3.75	\$287,500.00	5.75	\$287,500.00
47.2.	SRI	75,000	6.95	\$521,250.00	\$7.30	\$547,312.50	\$7,30	\$547,500.00		6.70	\$502,500.00	6 70	\$502,500.00	6.70	\$502,500.00
4.73	SR 1.5	50,000	6,95	\$347,500,00	\$7.30	\$364,875.00	\$7.30	1365,000.00		6.70	\$335,000.00	6.70	\$335,000.00	6.70	\$335,000.00
4.7.4.	SR2.5	25,000	6 95	\$173,750,00	\$7.30	\$182,437 50	\$7.30	\$182,500.00	Colonia and	6,70	\$167,500.00	6.70	\$167,500.00	6.70	\$167,500.00
4.7.3.	CRI	50,000	9.25	8462,500,00	\$9.71	\$485,625,00	\$9.71	\$485,500.00		9.00	\$450,000,00	9.00	\$450,000.00	9.00	\$450,000.00
4.74	CR1.5	1,000	8.50	\$8,500.00	38.93	\$8,925.00	\$8.93	\$8,930.00		8.40	38,400.00	8.40	\$8,400.00	8.40	\$8,400.00
4.7.7.	CR2	500	8.50	\$4,250.00	\$8.93	\$4,462.50	\$8.93	\$4,465.00		8.40	\$4,200.00	8.40	\$4,200,00	8.40	\$4,200.00
4.7.8.	CR3	1,500	8.50	\$12,750,00	\$8.93	\$13,387.50	38.93	\$13,395.00		8.44	\$12,600.00	8.40	\$12,600.00	8.40	\$12,600.00
4.7.9.	MS	3,500	9.00	\$31,500.00	\$9.45	\$33,075.00	\$9.45	\$33,675.00		9.0	331,500.00	9.00	\$31,500,00	9.00	231,500.00
47.10,	QR	1,900	6.45	\$9,675.00	\$6.77	\$10,158.75	\$6.77	\$10,155.00		6.4	39,675.90	6.45	89,675.00	6 4 5	\$9,675.00
4.7.3 L	GQR	500	9.25	\$4,625.00	\$9.71	\$4,856.25	89.71	\$4,855.00		6.8	\$4,425.00	8.85	\$4,425.00	8.85	\$4,425.00
4.7.12.	SP	500	8,75	\$4,375.00	19.19	\$4,593.75	\$9.19	\$4,595.00		8.5	\$4,250.80	8,50	\$4,250.00	8.50	\$4,250.00
4.7.13.	WR	2,000	3,25	\$6,500.00	\$3.41	\$6,825.00	\$3.41	36,820.00	2	3.0	96,000.00	3.00	\$6,000.00	3.00	\$6,000.00
4.7.14.	GQR6X9	1,500	9.25	\$13,875.00	\$9.71	\$14,568.75	\$9.71	\$14,565.00	ALC:	9.0	813,500.00	9.00	\$13,500.00	9.00	\$13,500,00
4.7.15.	GQR6K12	1,000	9.25	\$9,250.00	\$9.71	\$9,712.50	\$9.71	\$9,710.00		9.0	0 19,000.00	9.00	\$9,000 00	9.00	\$9,000.00
4.7.18.	8C.375	1,500	15.00	\$22,500.00	\$15.75	\$23,625.00	\$15.75	\$23,625.00		not	4d #VALL/B!	no bsd	#VALUE!	no bid	PALUE
4.7.17.	\$C.5	6,000	13.00	\$78,000.00	\$13.65	\$81,900.00	\$13.65	281,900 00		io t	id #VALUE!	no bid	#YALUE!	no bid	#VALUE!
4.7.18.	SP=Spulls	1000	8.75	\$8,750,00	\$9.19	\$9,187,50	\$9.19	\$9,190.00		8.5	0 \$8,500.00	8,50	\$8,500.00	8.50	38,500.00
4,7,19,	Fill Material	1000	3.00	\$3,000.00	\$3.15	\$3,150.00	\$3.15	\$3,150.00		3.0	0 \$3,000.00	3.00	\$3,000.00	3.00	23,000.00
4,7,20.	Pugged Rook For ten add as	1000	0,50	\$500.00	\$0.53	\$525.00	\$0.53	\$530.00	6	0.5	0 \$500.00	0.50	\$500.00	0.50	\$500.00
	QRB	20000			36.30	\$126,000,00	36,30	\$126,000.00		3		5.75	\$115,000.00	5.75	\$115,000.00
- Aller	1		TOTAL	\$3,623,669.00	TOTAL	\$2,124,203,80	TOTAL	\$2,250,460.00	a.mi	101	AL 31,858,050.00	TOTAL	\$1,973,650.00	TOTAL	\$1,973,050.00
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4.8.1.	BC.375	1,300	335.06	00.000,812	315.75	30,00				no	bid (D),QD	and bild	\$0,00	hid on	30,00
	8C.3	7,900	\$13.00	397,500.0U	\$13,65	\$0.00				no	50,00 bjd	ago bád	\$0.00	no bid.	\$0,00
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TT 31 - 18	25.22 25.22 \$	55.22	15.35	25.46 \$5.61	E 25.74		\$5.23	\$5.22	25,72	213	10.33	53.41	1 135.74	*	20.03	35.61 15.74		15.22 18.22	55.53	25.22	25.22	26.03	23.46	35.61
18.52 28.58	20.00	25.92	86.03	36,18	36,44	-	29,82	15.92	\$5.92	\$5.92	\$6,03	1038 86.18	36.64	3	25.52	M31 25.44		193 193	24.82	25.53	25.92	\$6.05	36.18	16.31
3462	28.62 36.62	36.62 36.62	86.75	\$6.816 \$7.0.1	H \$7.14		28.82	36.62 36.62	52 36.62	25.52	\$6.73	107.01	H 57.14	*	29.62	£7.01 \$7.	87.14 \$6	\$6.62	1978 19	25.25	25.45	\$6.73	26.00	10'28
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PURCHASE AGREEMENT FOR CRUSHED STONE AGGREGATE AND CHIP SEAL PRODUCTS TERM AND SUPPLY

THIS AGREEMENT dated the 14th day of white, 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Capital Quarries Company, Inc. herein "Contractor."

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

- 1. Contract Documents This agreement shall consist of this Purchase Agreement for Crushed Stone Aggregate and Chip Seal Products Term and Supply, County of Boone Request for Bid #76-30NOV15, Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Attachment A, Percent Passing Sieve Sizes, and Attachment B, Current Rock Specification, as well as the Contractor's bid response dated November 10, 2015 and executed by Dwain Polly on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms and Conditions, Attachment A, Percent Passing Sieve Sizes, and Attachment B, Current Rock Specification, and the Standard Terms and Conditions, shall prevail and control over the Contractor's bid response.
- 2. Contract Duration The contract period shall be January 1, 2016 through December 31, 2016, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one-year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
- **3.** *Purchase/Service* The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **Crushed Stone Aggregate and Chip Seal Products.** All products under this contract shall be in conformity with the bid specifications and contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.
- **4.** *Delivery* Contractor agrees to deliver FOB Plant or Destination at the County's discretion as soon as practicable after orders are received to the designated location in conformity with the contract documents for the specific items bid and awarded to Contractor. Any items not conforming to bid specifications may be rejected by County, whether at the time of delivery or at any time prior to use, and returned to Contractor at Contractor's expense.
- 5. Billing and Payment All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days after receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

- **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

BOONE COUNTY, MISSOURI

c. If appropriations are not made available and budgeted for any calendar year.

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

CAPITAL QUARRIES COMPANY, INC.

title Salts Manager	by: Boone County Commission
title Salts Manager	Daniel K. Atwill, Presiding Commissioner
address 822 West stedium Blud	
Jefferson City Mo 65/09	
APPROVED AS TO FORM:	ATTEST:
County Counselor	Wendy S. Nøren, County Clerk
AUDITOR CERTIFICATION	
In accordance with RSMo 50.660, I hereby certify that a suff available to satisfy the obligation(s) arising from this contract the terms of the contract do not create a measurable county of	t. (Note: Certification of this contract is not required if bligation at this time.)
Jame E. Pitchtood	Date 2040-26200/26201 Term/Supply No Encurrace Regussed Appropriation Agrount
Signature by of	Date Appropriation Ageount

~	RESPONSE	
¬	REVELININE	HILIKINA
.) .		

5.1. Company Information
Name: Capital Quaries Company INC
Address: 822 West Stadium Blud Jeffeson City mo 6510
Phone Number: 573-634-4800 Fax Number: 573-634-7052
Email: dpolly acapital guarries com Federal Tax ID: 43-118-1049
Corporation
□ Partnership Name:
□ Individual/Proprietorship Name:
Other:

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

Line	Description	Unit of Measure Tons Approximate Quantity	Unit Price Per Ton	Extended Total
5.2.1.	RSB	50,000	\$ 6.40	\$ 320,000,00
5.2.2.	SR1	75,000	\$ 7.00	\$ 525,000.00
5.2.3.	SR1.5	50,000	\$ 7,00	\$ 350,000.00
5.2.4.	SR2.5	25,000	\$ 7.00	\$ 175.000.00
5.2.5.	CR1	50,000	\$ 9.15	\$ 457,500.00
5.2.6.	CR2	500	\$ 8.15	\$ 4075.00
5.2.7.	CR3	1,500	\$ NO Bid	\$
5.2.8.	MS	3,500	\$ NO B; d	\$
5.2.9.	QR	1,500	\$ 6.50	\$ 9750.00
5.2.10.	GQR	500	\$ 11.00	\$ 5500,00
5.2.11.	SP	500	\$ 11.00	\$ 5500,00
5.2.12.	WR	2,000	\$ 3,75	\$ 7500.00
5.2.13.	GQR6X9	1,500	\$ 1/2.00	\$ 15000.00
5.2.14.	GQR6X12	1,000	\$ 10.00	\$ 10000,00
5.2.15.	SC.375	1,500	\$ No Bid	\$
5.2.16.	SC.5	6,000	\$ No 13,d	\$
5.2.17.	SP=Spalls	1,000	\$ 11.00	\$ 11,000.00
5.2.18.	Fill Material	1,000	\$ 5,00	\$ 5000.00
5.2.19.	Pugged Rock	1,000	\$ No Bid	\$ add-on cost/ton
5.2.20.	Grand Total			\$ 1,900,825.00

5.3. Chip Seal Pricing: FOB Plant Only

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

54	Renewal	Pricing	Increases	for	Sections	5.2.	and	5.3.
J.T.	IXCIICW AL	rith	Increases	IUI	Sections	J.Z.	anu	2.2.

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

average price and the sampling spreadsheet used to develop the average.

	Schedule	A	В	C	D	E	F	G	H	I
Lene	Fuel Price	S1.75	\$1.75- <2.00	\$2.00 4 <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 <3.50	\$3.50 - <3.75
Line	Distance (Miles)	\$/ Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton
5.5.1.	0 - <5	2.50	2.75	3.00	3,25	3,50	3,75	4,00	4.25	4.50
5.5.2.	5 - < 10	325	3.75	4.00	4.25	4,50	41.75	5.00	525	5.50
5.5.3.	10 - <15	3,80	4.05	4.30	4.55	4.80	5.05	5-30	5.55	5.80
5.5.4.	15 - <20	4.35	4.60	4.85	5.10	5.35	5.60	5.85	6.10	6.35
5.5.5.	20 - <25	5-10	5.35	5.60	5.85	6.10	6.35	6.60	6.85	7.10
5.5.6.	25 - <30	5.85	6.10	6.35	6.60	6.85	7.10	7.35	7.60	7.85
5.5.7.	30 - <35	6.60	6.85	7.10	7.35	7.60	7.85	8.10	8.35	8.60
5.5.8.	35 - <40		7,60	7.85	8.10	2.35	8.60	8.85	9.10	9,35

5.6. Renewal Pricing In	creases for Section 5.5.
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5.7. Location of Vendor's Plant(s): Hwy 63 Quarry Capital Quarries

23400 Hwy 63 South

5.8. Will you honor these prices for any new or acquired plant opened during the contract term? Yes □ No
5.9. Will you provide the material bid above to Boone County after normal working hours, on weekends, and on holidays, if requested? Yes No
5.10. Cooperatives Will you honor the submitted prices for use by other entities who participate in cooperative purchasing with Boone County, Missouri? (A negative response to this question will not affect evaluation of your bid.) Yes No
The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.
Authorized Representative (Print Name): Dwain Polly
The Prices in the Delivery Pricing section are from Cooney's Hauling, Who will be the sub-contractor for Capital Quarries Company, Inc.

PERCENT PASSING SIEVE SIZES

TYPE	3"	2- 1/2"	2"	1-1/2"	1"	3/417	1/2"	3/8"	No.	No. 8	No. 10	No. 16	No.30	No.40	No.200
RSB					100		60-90		35- 60				10-35		
SRI					100			65*		T	5-25				
SR2.5		90- 100			45-60				0-20						
CRI				100	95- 100		25-60		0-10	0-5					
CR 1.5			100	90- 100	20-55	0- 15		0-5							
CR2		100	90- 100	35-70	0-15		0-5								
CR3	100	90- 100	35-70	0-15		0-5									
SC.375							100	97- 100	0-12						
SC.5						100	85- 100	30-65	0-5						
GQR6X9															
GQR6															
GRB					100		60-90		35- 60				10-35		8-15

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

GQR6X9

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

GQR6X12

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

BOONE COUNTY PUBLIC WORKS CURRENT ROCK SPECIFICATIONS (2004)

1003.2.3

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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

County of Cole) State of Misseur.)
State of Missour.)ss
My name is Diverin Polly. I am an authorized agent of Capital Guarrie
CO INC. (Bidder). This business is enrolled and participates in a federal work
authorization program for all employees working in connection with services provided to the
County. This business does not knowingly employ any person that is an unauthorized alien in
connection with the services being provided. Documentation of participation in a federal work
authorization program is attached hereto.
Furthermore, all subcontractors working on this contract shall affirmatively state in
writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter
be in violation and submit a sworn affidavit under penalty of perjury that all employees are
lawfully present in the United States.
Affiant Polly11/19/15 Date
Printed Name
Subscribed and sworn to before me this 19th day of November 20 15.
Mole Lacters Notary Public Notary Public Notary Public Notary Public - Notary Seal State of Missouri Commissioned for Cole County My Commission Expires: November 29, 2015 Commission Number: 11273349





North American Industry Classification Systems Code:	212
Administrator:	
Number of Employees:	1 to 4
Number of Sites Verified for:	1
Are you verifying for more the in each State:	han 1 site? If yes, please provide the number of sites verified for
• MISSOURI	1 site(s)

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

Jamie Jones

Telephone Number: E-mail Address:

E-mail Address:

(573) 291 - 8005

jjones@moams.com

Fax Number:

(573) 634 - 7052

Dee A Luebbering

Telephone Number:

(573) 644 - 7706

deeluebbering@farmercompanies.com

Fax Number: (573) 634 - 7183





THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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





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

- 4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.
- 5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

- 1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:
 - · Automated verification checks on employees by electronic means, and
 - · Photo verification checks (when available) on employees.
- 2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
- 4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.
- 6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and





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

- 7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.
- 8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

- 1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
- 2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
- 3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
- 4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
 - B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.
- 5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that

contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9

process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer

should contact E-Verify at 888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

E-Verify



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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

- 6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.
- 7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.
- 8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer





uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

- 9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
- 10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
- 11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-

E-Verify



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Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

- 12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
- 13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
- 14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
- 15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

- 1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
- a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.
- b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.
- c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

- d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.
- f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.
- g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with





Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-todate and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

- 1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.
- 2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
- 3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it





determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

- 1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.
- 2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
- 3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
- 4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
- 5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
- 6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
 - · Scanning and uploading the document, or
 - Sending a photocopy of the document by an express mail account (paid for at employer expense).
- 7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.





ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

- B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.
- C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.





- D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.
- H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



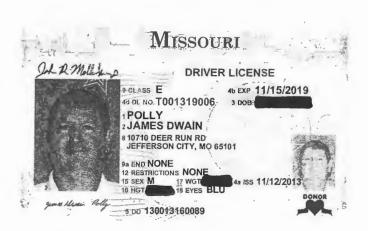


To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Capital Quarries	Company	Tarana Marin	
Dee Luebbering			
Name (Please Type or Print)		Title	
Electronically Signed		00/29/2044	
Electronically Signed Signature		09/28/2011 Date	
orginature		Date	
Department of Homeland Secu		n Division	
USCIS Verification Division		T bear	
Name (Please Type or Print)		Title	
Electronically Signed		09/28/2011	
Signature		Date	
			-7 15 15 15 16
Information relating to you Company Name Company Facility Addres	e:Capital Quarries	West	
Company Alternate Address:	PO Box 105050	0 63103	
	Jefferson City, Mo	O 65110	
County or Parish:	COLE		
Employer Identification Number:	431181049		

CERTIFICATION OF INDIVIDUAL BIDDER

contract, loan, retirer disability benefit, ho presence in the Unite	ection 208.009 RSMo, any person applying for or receiving any grant, ment, welfare, health benefit, post secondary education, scholarship, using benefit or food assistance who is over 18 must verify their lawful ed States. Please indicate compliance below. Note: A parent or guardian benefit on behalf of a child who is citizen or permanent resident need not
1.	I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
2.	I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
3.	I have provided a completed application for a birth certificate pending in the State of Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.
Lluain Role Applicant	Date Division Polly Printed Name



N/A

<u>AFFIDAVIT</u> (Only Required for Individual Bidder Certification Option #2)

State of Missouri))SS.	
County of)	
	nteen years of age, swear upon my oath that I am d by the United States government as being lawfully
Date	Signature
Social Security Number or Other Federal I.D. Number	Printed Name
On the date above written facts contained in the foregoing affidavit are information and belief.	appeared before me and swore that the true according to his/her best knowledge,
	Notary Public
My Commission Expires:	

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

(Please complete and return with Bid)

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Duain	Polly	Sales	Manager
Print Name and Title of	of Authorized Represer	ntative	,
Llivain	47		11-13-15
Signature		Date	



CERTIFICATE OF LIABILITY INSURANCE

FARHO-1 OP ID: CG

DATE (MM/DD/YYYY)

12/21/2015

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

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

00:6:::0	to holder in hea or each chaclesine in (e).		
PRODUCER Huntleigh McGehee 8235 Forsyth Boulevard, #1200 Clayton, MO 63105		CONTACT 10	
		PHONE FAX (A/C, No, Ext): (A/C, No):	
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Greenwich Insurance Company	22322
INSURED	Capital Quarries Co., Inc. P.O. Box 105050 Jefferson City, MO 65110	INSURER B : National Union Fire Ins.Co.	19445
		INSURER C : XL Insurance Company	37885
		INSURER D : Zurich American Insurance Co.	16535
		INSURER E :	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

-	I	ADDLE	SUBR	ENVITO OTTO WITH THE BEET	POLICY EFF	POLICY EXP	·		
INSR LTR	TYPE OF INSURANCE	INSR	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S	
1	GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
Α	X COMMERCIAL GENERAL LIABILITY			RGE500029603	01/01/2015	01/01/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$	n/a
	\$2mil per loc.not			SIR - \$100,000 PER OCCUR			PERSONAL & ADV INJURY	\$	1,000,000
	to exceed \$10mil						GENERAL AGGREGATE	\$	10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	2,000,000
١.	POLICY X PRO- JECT LOC							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	5,000,000
Α	X ANY AUTO			RAD500029503	01/01/2015	01/01/2016	BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$	
								\$	
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	20,000,000
В	EXCESS LIAB CLAIMS-MADE			BE023812163	01/01/2015	01/01/2016	AGGREGATE	\$	20,000,000
	DED X RETENTION\$ 10,000							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU- TORY LIMITS OTH- ER		
С	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		RWD500029303	01/01/2015	01/01/2016	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
D	Prop/Equip-Special			CPP980633003	01/01/2015	01/01/2016	See Below		
	Prop-R/C-Equip-ACV								
				L					

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

Real/Personal Prop - \$25M Loss Limit/Per Occurrence - Scheduled Equip - \$51,117,560 - Leased/Rented-\$800,000 - Ded. \$10,000, 5% for Specialized Equipment

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	Mil + Shane h

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STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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



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

NO BID RESPONSE FORM

Cheli Haley Buyer

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

chaley@boonecountymo.org

BID INFORMATION:

Bid Number: 76-30NOV15

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

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

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

Business Name:	
Address:	
Telephone:	
Contact:	
Date:	
Reason(s) for not bidding:	



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

ADDENDUM # 2 - Issued November 30, 2015

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

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

1) Addendum 2 shall replace Addendum 1. Please sign and submit Addendum 2 with your Bid Response.

By: Jaley Cheli Haley, Buyer Boone County Purchasing

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

Company Name:	Capital c	Quarrie	s Company	INC		
Address:	822 West	Stadium	BIND Jeff	son City 1	NU 65	-10
Phone Number: 5>3-	634-4800	Fax Number:	573-634-7	1052		
E-mail: dpollya	Capitalguare	ie). (om				
Authorized Representat	ive Signature: Llwa	ain Polly	Date: 1/-30	-15	-4	
Authorized Representati		Owain	Polly			



REQUEST FOR BID

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

Cheli Haley

Buyer

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

chaley@boonecountymo.org

BID DATA

Information

Bid Number: 76-30NOV15

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

SUBMISSION INFORMATION

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

Location: Boone County Purchasing Department

Boone County Annex Building 613 East Ash Street, Room 109

Columbia, MO 65201

OPENING INFORMATION

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

Location: Boone County Purchasing Department

Boone County Annex Building 613 East Ash Street, Room 109

Columbia, MO 65201

BID CONTENTS

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

1.1. Invitation - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page and described in greater detail in the following Sections of this Request for Bid.

1.2. DEFINITIONS

- 1.2.1. <u>County</u> This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
 - 1.2.1.1. <u>Purchasing</u> The Purchasing Department, including its Purchasing Director and staff.
 - 1.2.1.2. <u>Department(s) or Office(s)</u> The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
 - 1.2.1.3. <u>Designee</u> The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. <u>Bidder / Contractor / Supplier</u> These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
 - 1.2.2.1. <u>Bidder</u> Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
 - 1.2.2.2. <u>Contractor</u> The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
 - 1.2.2.3. <u>Supplier</u> All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. <u>Bid</u> 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. <u>Response</u> The written, sealed document submitted according to the Bid instructions.
- 1.3. BID CLARIFICATION Questions regarding this Bid should be directed in writing, by email or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty-eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations, and bid awards are posted on our web site at:

- <u>www.showmeboone.com</u> *Note:* written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. <u>Bidder Responsibility</u> 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. <u>Bid Addendum</u> If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. AWARD Award shall be made to the Bidder(s) whose offer(s) provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County's needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County. The County also reserves the right to award to multiple vendors.
- 1.5. CONTRACT EXECUTION This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
 - 1.5.1. <u>Precedence</u> In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - a. the provisions of the Contract (as it may be amended);
 - b. the provisions of the Bid;
 - c. the provisions of the Bidder's Response.
- 1.6. Contract Period Term and Supply Contracts resulting from this Bid shall have an initial twelve (12) month contract period beginning January 1, 2016. In the event any provisions of the contract are not fulfilled by the Contractor, and/or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 1.7. Contract Renewal The contract may be renewed by the County for up to an additional two (2) one-year periods unless cancelled by the Purchasing Department Director in writing prior to any renewal period. The unit prices identified on the Response Form shall remain fixed for the identified initial contract period. If the County exercises the option for renewal, the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form. If renewal percentages are <u>not</u> provided, then prices during any renewal period shall be the same as during the initial contract period.

- 1.8. Contract Extension The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 1.9. COMPLIANCE WITH STANDARD TERMS AND CONDITIONS Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.
- 1.10. Non-Collusion Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Missouri or United State law.
- 1.11. Contract Documents The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) days of award on contract. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.
- 1.12. PRICING All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs, including but not limited to: taxes, handling, shipping, freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum services or total prices.
- 1.13. Delivery Pricing for delivery or pick up is requested in multiple formats:
 - 1.13.1. Furnish Crushed Stone Aggregate: F.O.B. Point of Origin (Vendor's Plant). The County will pick up and haul crushed stone aggregate from the plan
 - 1.13.2. Furnish and Deliver Crushed Stone Aggregate: F.O.B. Destination. Delivery of crushed stone aggregate to designated Boone County site to include labor and transportation costs.
 - 1.13.3. Chip Seal Products: F.O.B. Point of Origin (Vendor's Plant). The County will pick up and haul chip seal products from plant.

2. CONTRACT CONDITIONS AND REQUIREMENTS

2.1. Insurance

2.1.1. Insurance Requirements - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must

- carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.1.2. Employers Liability and Workers Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Employers Liability and Workers Compensation Insurance for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.
- 2.1.3. Commercial General Liability Insurance The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
 - 2.1.3.1. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- 2.1.4. Business Automobile Liability The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.1.5. Subcontractors Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such

- coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.1.6. Proof of Carriage of Insurance The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- 2.2. INDEMNITY AGREEMENT To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
 - 2.2.1. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.
- 2.3. OVERHEAD LINE PROTECTION The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for contribution against the County on behalf of the

- Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.
- 2.4. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED Contractor shall comply with Missouri State Statute Section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Please return a copy of the Memorandum of Understanding that you will receive following completion of enrollment. This will provide the County the proof of enrollment.
 - 2.4.1. Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
- 2.5. SALES/USE TAX EXEMPTION County will provide the Contractor with a Missouri Tax Exemption letter and, if applicable, a Missouri Project Exemption Certificate for Boone County, Missouri. The Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five (5) years and for compliance with all other terms and conditions of section 144.062 RSMo. not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.6. DESIGNEE Chet Dunn, Road Maintenance Operations Manager, 5551 Tom Bass Road, Columbia, MO 65201.

- 2.7. BILLING AND PAYMENTS The County desires to receive weekly invoices itemizing the job site areas and providing supporting detail for each load that is delivered or picked up in addition to receiving a monthly statement. Computerized billing is preferred. Invoices and monthly statements should be submitted to Boone County Public Works, 5551 Tom Bass Road, Columbia, MO 65201. Payments shall be made within thirty (30) days after receipt of a correct and valid monthly statement.
 - 2.7.1. The billing code used shall be the item number that the vendor normally uses when billing for the designated material. All units shall be stated in tons unless otherwise noted.
 - 2.7.2. Invoices for all contracted work shall include the following information at a minimum:
 - a. County's Contract Number.
 - b. The date, time, and location of the service provided.
 - c. Load details
 - d. Units stated in tons.

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

3. PRIMARY SPECIFICATIONS

- 3.1. Scope of Work It is the intent of the County to secure a Term and Supply contract for the furnishing, delivery, and/or pick-up of crushed stone aggregate and the pick-up of chip seal products as detailed in the following specifications.
- 3.2. Background Information The contract resulting from this Request for Bid will replace contract number 08-14FEB13 that will expire on December 31, 2015. To view past award information, please navigate to Bid Awards on our website at www.showmeboonc.come and select 2013. More information that includes the previous Request for Bid and Bid Tabulation can also be found on our website in the 2013 Bid Archives.
- 3.3. QUANTITY All orders shall be made on an "as needed" basis. Quantities for each item in the specifications are approximate quantities for overall County use based on historical data. Quantities purchased from the Contractor will vary according to need within a given area. The County makes no representation or guarantee concerning quantities of rock it will purchase from the Contractor.

3.4. GENERAL INFORMATION:

3.4.1. The County reserves the right to award to more than (1) supplier. The County will purchase products from the plant offering the most competitive pricing as determined by the hauling cost and/or unit price per ton as bid by the vendor. Boone County will evaluate the total cost from each plant and will purchase crushed stone aggregate from the source that constitutes the most economical purchase for the delivery site.

- 3.4.2. The County reserves the right to specify the delivery route to each job. Delivery routes should typically be on paved roads as much as possible. Delivery route mileage may be determined online maps, GIS software, or by odometer. If a vendor has more than one quarry location, delivery would be expected from the closest quarry; however delivery may be made from another location based on vendor operational efficiencies.
- 3.4.3. Crushed Stone Aggregate Technical Specifications Aggregate shall be composed of durable particles of rock. When tested in accordance with AASHTO T96 (American Association of State Highway and Transportation Officials), the percentage of wear shall not exceed as indicated in the tables below. The percentage of deleterious substances shall not exceed the following values and the sum of percentages shall not exceed six (6) percent.
 - 3.4.3.1. Deleterious rock and shale 6.0 percent by weight
 - 3.4.3.2. Mud balls -2.5 percent by weight
 - 3.4.3.3. Other foreign materials -1 percent by weight

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

n. WR (Waste Rock)	60
*By products of the crushing process, accepted upon visual inspection	
a Full Matarial (Stringing from quarry)	

o. Full Material (Stripping from quarry

- 3.4.4. Crushed Stone Aggregate Testing Requirement The Contractor shall be required to allow Boone County or its representative to test materials during normal working hours to assure compliance with any and all requirements stated in this bid specification. Hardness testing may be performed and shall conform to bid specifications.
 - 3.4.4.1. Materials that fail to comply with specifications shall not be sold to the County. Should these materials be received by or delivered to the County and incorporated into work in progress, the Contractor shall reimburse the County for all deficient material at the rate of fifty percent (50%) per unit price bid herein for every ton of deficient materials. If material is taken to a job site, rejected, and return is requested prior to being laid, the County will not pay for any of it. Designee or authorized representative shall determine the extent and volume of deficient material and notify the Contractor of deficiencies.
- 3.4.5. <u>Chip Seal Specifications</u> SC.375 and SC.5 are grades 3 and 2 respectively, as found in the Missouri Standard Specifications for Highway Construction **revised** 1996. **2004 Section 1003.2.1. Grade C** of the above manual shall apply to these items except the percentage of wear shall not exceed 30.

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

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

3.5. OTHER CONDITIONS AND REQUIREMENTS

- 3.5.1. <u>Bid Clarification</u> Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Cheli Haley, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392; Fax (573) 886-4390, E-mail: chaley@boonecountymo.org.
- 3.5.2. Award of Contract The County reserves the right to award to more than one (1) supplier. The County's decision will be based upon the ability of the source to supply acceptable goods or services within the County's time requirements. In addition, the County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

p. Pugged Rock

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

- 4.1. RESPONSE CONTENT In order to enable direct comparison of competing Responses, Bidder is to submit their Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses should be submitted using the provided Response Sheet. Every question should be answered, and if not applicable the section must contain "N/A" or "No Bid".
- 4.2. SUBMITTAL OF RESPONSES Responses are to be received by the date and time noted on the title page. NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the U.S. Postal Service or any other mail carrier.
 - 4.2.1. Submittal Package Submit, to the location specified on the title page, an original and **two (2) copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the bid number** and the due date and time.
- 4.3. ADVICE OF AWARD A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 4.4. BID OPENING On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 4.5. Removal From Vendor Database If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 4.6. RESPONSE CLARIFICATION We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 4.7. REJECTION OR CORRECTION OF RESPONSES We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 4.8. EVALUATION PROCESS Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.

- 4.9. METHOD OF EVALUATION The County will evaluate submitted responses in relation to all aspects of this Bid. A major factor of the determination of the lowest and best bid for the FOB Plant award will be the cost per ton of rock product and the physical location of the plant for the average haul distance.
- 4.10. ACCEPTABILITY We reserve the sole right to determine whether goods and/or services offered are acceptable for County use.
- 4.11. ENDURANCE OF PRICING Your pricing must be held until contract execution or sixty (60) days, whichever comes first. In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the County.
- 4.12. DISCREPANCY In the event of a discrepancy between a unit price and extended line item price, the unit price shall govern.

5. RESPONSE FORM

5.1. Company Information		
Name:		
Phone Number:		
Email:	Federal Tax ID:	
☐ Corporation		
☐ Partnership Name:		
☐ Individual/Proprietorship Name:		
Other:		

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

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

5.3. Chip Seal Pricing: FOB Plant Only

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

5	4	Damayyal	Dwiging	Increases	for	Santiama	E 2	and l	E 2	
Э.	4.	Renewal	rricing	HICFEASES	IOL	Sections	3.4.	anu .	J.J.	

First Renewal Term:	%
Second Renewal Term:	%

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

average price and the sampling spreadsheet used to develop the average.

	Schedule	Α	В	C	D	E	F	G	Н	I
124	Fuel Price	<\$1.75	\$1.75 - <2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 <3.25	\$3.25 - <3.50	\$3.50 - <3.75
Line	Distance (Miles)	\$/ Ton	\$ / Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$ / Ton	\$/Ton	\$/Ton
5.5.1.	0 - <5									
5.5.2.	5 - < 10									
5.5.3.	10 - <15									
5.5.4.	15 - <20									
5.5.5.	20 - <25									
5.5.6.	25 - <30									
5.5.7.	30 - <35									
5.5.8.	35 - <40									

5.6.	Renewal	Pricing	Increases	for	Section	5.5.
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First Renewal Term:	%	
Second Renewal Term:	%	
5.7. Location of Vendor's Plant(s):	-	

5.8. Will you honor these prices for any nev ☐ Yes ☐ No	w or acquired plant opened during the contract term?
5.9. Will you provide the material bid above weekends, and on holidays, if requested?	e to Boone County after normal working hours, on I Yes INO
*	by other entities who participate in cooperative (A negative response to this question will not affect No
prices and terms stated and in strict according	liver the articles or services as specified at the rdance with the specifications, instructions and been read and understood, and all of which are
Authorized Representative (Print Name):	
Signature	Date

PERCENT PASSING SIEVE SIZES

TYPE	3"	2- 1/2"	2"	1- 1/2"	1"	3/4"	1/2"	3/8"	No.	No. 8	No. 10	No. 16	No.30	No.40	No.200
RSB					100		60-90		35- 60				10-35		
SR1					100			65*			5-25	-			
SR2.5		90 - 100			45-60				0-20						
CR1				100	95- 100		25-60		0-10	0-5					
CR 1.5			100	90- 100	20-55	0- 15		0-5							
CR2		100	90- 100	35-70	0-15		0-5								
CR3	100	90- 100	35-70	0-15		0-5									
SC.375							100	97- 100	0-12						7
SC.5						100	85- 100	30-65	0-5						
GQR6X9															
GQR6															
GRB					100		60-90		35- 60				10-35		8-15

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

GQR6X9

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

GOR6X12

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

BOONE COUNTY PUBLIC WORKS CURRENT ROCK SPECIFICATIONS (2004)

1003.2.3

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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

County of)		
State of)ss		
My name is	I am an authoriz	zed agent of
(Bidder). This busin	ness is enrolled and	participates in a federal work
authorization program for all employees w	orking in connection	n with services provided to the
County. This business does not knowingly	y employ any person	that is an unauthorized alien in
connection with the services being provide	ed. Documentation o	f participation in a federal work
authorization program is attached hereto.		
Furthermore, all subcontractors wo	orking on this contra	ct shall affirmatively state in
writing in their contracts that they are not i	in violation of Section	on 285.530.1, shall not thereafter
be in violation and submit a sworn affidavi	it under penalty of p	erjury that all employees are
lawfully present in the United States.		
	Affiant	Date
	Printed Name	
Subscribed and sworn to before me this	_ day of	
	Notary Pu	blic

CERTIFICATION OF INDIVIDUAL BIDDER

Applicant	Date	Printed Name
3.	the State ofof the birth certificat	mpleted application for a birth certificate pending in Qualification shall terminate upon receipt te or determination that a birth certificate does not ot a United States citizen.
2.	attached) which may	ove documents, but provide an affidavit (copy allow for temporary 90 day qualification.
1.	presence in the Unit	py of documents showing citizenship or lawful ed States. (Such proof may be a Missouri driver's rt, birth certificate, or immigration documents). Note: alien, verification of lawful presence must occur prior benefit.
contract, loan, retire disability benefit, ho presence in the Unit	ment, welfare, health bousing benefit or food a ed States. Please indic	enefit, post secondary education, scholarship, assistance who is over 18 must verify their lawful ate compliance below. Note: A parent or guardian child who is citizen or permanent resident need not

<u>AFFIDAVIT</u> (Only Required for Individual Bidder Certification Option #2)

State of Missouri))SS. County of)	
	hteen years of age, swear upon my oath that I amed by the United States government as being lawfully
Date	Signature
Social Security Number or Other Federal I.D. Number	Printed Name
On the date above writtenfacts contained in the foregoing affidavit are information and belief.	appeared before me and swore that the true according to his/her best knowledge,
	Notary Public
My Commission Expires:	

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

(Please complete and return with Bid)

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The prospective recipient of Federal assista proposal, that neither it nor its principals are presendebarment, declared ineligible, or voluntarily exclusive any Federal department or agency.	itly debarred, suspended, proposed for
(2) Where the prospective recipient of Federal at the statements in this certification, such prospective proposal.	assistance funds is unable to certify to any of e participant shall attach an explanation to this
Print Name and Title of Authorized Representative	
Signature	Date

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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



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

NO BID RESPONSE FORM

Cheli Haley Buyer

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

chaley(\(\hat{a}\))boonecountymo.org

BID INFORMATION:

Bid Number: 76-30NOV15

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

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

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



BOONE COUNTY, MISSOURI

Request for Bid #: 76-30NOV15 - Crushed Stone Aggregate and Chip Seal Products

ADDENDUM #1 - Issued November 20, 2015

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

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

1) The County received a request for current crushed stone aggregate and chip seal pricing. Attached is the current pricing.

By: Jacob M. Garrett, Buyer
Boone County Purchasing

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

Company rame.			
A ddraga.			
Phone Number:		Fax Number	
E-mail:			
Authorized Representativ			Date:
Authorized Representativ	ve Printed Name:		

Company Name

			E QUAI		2: 1-1-	NE QUARRIES and Renewal 15 - 12-31-15 % Increase		A
4.7	DESCR IPTION	Unit of Measur e Tons APPRO XIMAT	UNIT PRICE PER TON	EXTENDED PRICE	2nd Renewal 1-1-15 - 12-31-15 UNIT PRICE PER TON 3% Increase	EXTENDED PRICE		
.7.1.	RSB	50,000	\$6.28	\$314,000.00	\$6,47	\$323,420.00		
.7.2.	SRI	75,000	\$6.69	\$501,750.00	\$6.89	\$516,802,50	5	
.7.3.	SR1.5	50,000	\$6,69	\$334,500.00	\$6.89	\$344,535,00		
.7.4.	SR2.5	25,000	\$6.40	\$160,000,00	\$6.59	\$164,800.00		
.7.5.	CRI	50,000	\$9.00	\$450,000.00	\$9.27	\$463,500.00		
1.7.6.	CR1.5	1,000	\$8.90	\$8,900.00	\$9.17	\$9,167.00		
1.7.7.	CR2	500	\$7.96	\$3,980.00	\$8.20	\$4,099.40	1.34	
4.7.8.	CR3	1,500	\$7.96	\$11,940.00	\$8.20	\$12,298.20	le d	
4.7.9.	MS	3,500	\$5.00	\$17,500.00	\$5.15	\$18,025.00	5	
1.7.10	QR	1,500	\$7.39	\$11,085.00	\$7.61	\$11,417.55		
1.7.11	GQR	500	\$10.11	\$5,055.00	\$10.41	\$5,206.65		
1.7.12	SP	500	\$10.11	\$5,055.00	\$10.41	\$5,206.65		
1.7.13	WR.	2,000	\$3.91	\$7,820.00	\$4.03	\$8,054.60	A Part of the second	
4.7.14	GQR6X	1,500	\$10.11	\$15,165.00	\$10.41	\$15,619.95	y h	
4.7.15	GQR6X 12	1,000	\$10.11	\$10,110.00	\$10.41	\$10,413.30	4.	
4.7.10		1,500	\$10.87	\$16,305.00	\$11.20	\$16,794.15	4	
4.7.1	7 SC.5	6,000	\$10.87	\$65,220.00	\$11.20	\$67,176.60	The second secon	
4.7.1	8 SP=Spal	1000	\$10.11	\$10,110.00	\$10.41	\$10,413.30		
4.7.1		1000	\$5.25	\$5,250.00	\$5.41	\$5,407.50	ndi	
4.7.2	Pugged	1000	\$0.50	\$500.00	\$0.52	\$515.00	e e	
Marian Car	GRB	20000			\$0.00	\$0.00	Y SEE THE SEE	
T. Cold		1	TOTAL	\$1,954,245,00	TOTAL	\$2,012,872.35	The The	4

			E QUARI				2: 1-1-	NE QUA nd Reno 15 - 12- % Incre	31-15		The grant					halan a	
		`		4.8. C	HIP SEAL PRICTN	IG – FOB PLANT ONL	Y				igrini —i		988919	the H	BUTE	4	My Lot d
1.8.1.	APPROX IMATE QTY		UNIT PRICE PER TON				2nd Renewal 1-1-15 - 12-31- 15 UNIT PRICE PER TON 0% Increase	EXTE	NDED P	RICE							7
	SC.375	1,200	\$10.87				\$11.20	\$13,435.32									
	SC.5	7,500	\$10.87				\$11.20		83,970.7	5							44
200-	9	di c	TOTAL				TOTAL		\$97,406.0	7	1						And die
- Cate		ior a manufal	No.	4.9. MAXIM	TUM % INCREASE	FOR SECTIONS 4.7.	AND 4.8.				19_ 10						
/axi	num % Inc					10.00%											
laxii	Renewa num % Inc	rease 2nd			7	10.00%											R
	Renewa	ıl		4 10 DE	LIVERY PRICING						4 10	DELIVE	DV PDIC	INC	E THE STREET	MANEL	Endison.
	-			4.10. DE	LIVERT FRICING			2	·		4.10.						
		4						. 4				1-1-15	12-	31-15			
									A	В	C	D	E	F	G	Н	1
									<\$2.00	\$2.00 - <2,25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00- <3.25	\$3.25 - <3.50	\$3.50 - <3.75	\$3.75 - \$4.00
									\$ / Ton	\$/Ton	S / Ton	\$/Ton	\$ / Ton	\$/Ton	\$ / Ton	\$/Ton	\$ / To:
								0	\$0.00	\$0,00	\$0.00	\$0,00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
									\$0.00	\$0.00	\$0,00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
								70 7	\$0.00	\$0.00	\$0.00	\$0.00	\$0,00	\$0.00	\$0.00	\$0.00	\$0.00
									\$0,00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0,00	\$0.00
									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
									\$0,00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				1					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00
			CREASE FO	R SECTION	4.10.			li	4			1					1
/axi	mum % Inc	crease 1st		1			16	.00%									
Aaxi	mum % In	crease 2nd	1	1				0.00%									
4.12	Location		East Scole	- 3101 Crens	y Springs Road Colu	mbia. MO 65202	10	7.17076			W	est Scale -	2510 N. S	tadium B	vd., Colu	mbia. MC	65202
4.13	Honor P	ricing for		03.07 01003	- Prango Roud Coll		And Adjust to the same	Y				June					
				-													
4.14	Purchasi	ing? Y or material						Y									

					08-14FEB1	3 - Crushed S	tone Aggre	gate and Chip	Seal Pr	oducts	Term and Supp	ly				And the second
1	RENEWAL P	RICING				imeston, Riggs	Quarry		Inches			did-Missouri	Limeston, Mille	ershurg Quarry		
4.7 BAS	E BID PRICING - (CRUSHED STONE		RIGGS QUA	ARRY	RENEWA	L PRICING		To Site	9	MILLE	RSBURG QU	ARRY	RENEWAL PR	UCING	
	DESCRIPTION	Unit of Measure Tons APPROXIMATE QTY					2nd Renewal 1-1-15 - 12-31-15 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE						2nd Renewal 1-1-15 - 12-31-15 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE	
7.1.	RSB	50,000		1			\$6.30	\$315,000.00						5.75	\$287,500.00	
.2.	SR1	75,000					\$7.30	\$547,500.00						6.70	\$502,500.00	
3.	SR1.5	50,000					\$7.30	\$365,000.00	A-14 P					6.70	\$335,000.00	
.4.	SR2.5	25,000					\$7 30	\$182,500.00	11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1					6.70	\$167,500.00	
5.	CRI	50,000					\$9 71	\$485,500.00						9.00	\$450,000.00	
6.	CR1.5	1,000					\$8.93	\$8,930.00	Mair 1					8.40	\$8,400.00	
.7.	CR2	500					\$8.93	\$4,465.00	152					8.40	\$4,200.00	
.8.	CR3	1,500					\$8.93	\$13,395.00	Para I					8.40	\$12,600.00	
.9.	MS	3,500					\$9.45	\$33,075.00						9.00	\$31,500.00	
10.	QR	1,500					\$6.77	\$10,155,00	125.18					6.45	\$9,675.00	
1.	GQR	500		-			\$9.71	\$4,855.00	S TE					8.85	\$4,425 00	
2.	SP	500					\$9.19	\$4,595.00	25.300 d					8.50	\$4,250.00	
3.	WR	2,000					\$3.41	\$6,820.00	1					3 00	\$6,000.00	
14.	GQR6X9	1,500					\$9.71	\$14,565.00						9.00	\$13,500.00	
15.	GQR6X12	1,000					\$9 71	\$9,710.00						9.00	\$9,000.00	
16.	SC 375	1,500		1			\$15.75	\$23,625.00	1					no bid		
17.	SC.5	6,000					\$13.65	\$81,900.00	10					no bid	1	F
.18.	SP=Spalls	1000		1			\$9.19	\$9,190.00						8.50	\$8,500.00	
.19.	Fill Material	1000					\$3 15	\$3,150.00	F. W. M. 9					3,00	\$3,000.00	
.20.	Pugged Rock Per ton add on	1000					\$0.53	\$530.00	7					0.50	\$500.00	
	GRB	20000					\$6.30	\$126,000.00	15 A 10					5.75	\$115,000.00	M
200				:			TOTAL	\$2,250,460.00	1					TOTAL	\$1,973,050.00	
ucitiza d	Ibeat 1				= 111		4.8. CHIP SEAL, PR	HCING - POB PLANT ON	TLY .			,				å.
8.1.	DESCRIPTION	APPROXIMATE QTV IN TONS	UNIT PRICE PER	EXTENDED PRICE	1st Renewal 1-1-14 - 12-31-14 UNIT PRICE PER TON 5% Increase	EXTENDED PRICE				UNIT PRICE PER TON	EXTENDED PRICE	tst Renewal 1-1-14 - 12-31-14 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE	1st Renewal 1-1-14 - 12-31-14 UNIT PRICE PER TON 6% Increase	EXTENDED PRICE	
	SC,375	1,200	\$15.00	\$18,000.00	\$15.75	\$0.00			The state of the s	no bid	\$0.00	no bid	\$0,00	no bid	\$0.00	
	SC.5	7,500	\$13.00	\$97,500.00	\$13.65	\$0,00			The start	no hid	\$0.00	no bíd	\$0,00	po bid	\$0.00	
-	3	SE FOR SECTIONS 4.7.	TOTAL	\$115,500.00	TOTAL	30,00			Salar Salar	TOTAL	38.00	TOTAL.	\$0.00	TOTAL	\$0,00	k. San San San San San San San San San San
-	% Increase 1st Rene		10%													

					08-14FEE	B13 -	Crus	hed S	tone Aggr	egate	and Chip	Seal Pro	ducts	Term	and Sup	ly								9	1	2 8 4	6.3		900	- No.
RENEWAL PRICING				34%	d-Missouri	i Lime	ston,	Riggs	(marry							Hid-Mirson	ri Limes	ann. 14	Mersh	ury Quarry				Parket.		-				-5
and the second s		DELIVE	RYPRI	CHRICC	S QUARRY OR	LIGHNAL	CONTR	ACT			DELAY	ERY PRICE RI			SMEWAL:	308	- 45	1-1-				DELIVER	PRICE RE	SGS QUAR	MY 2ND RE	NEWALL	2.6.		Secretary and	26.36
Schedule Schedule	A	В	C	D	E	P	G	Н	1	22		T			T				A	II	1	A	В	c	D	E	F	G	Н	1
Fuel Price	<\$2.00	\$2.00 - : <2.25	\$2.25 - 5	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00-	\$3.25 -	\$3.50 - <3.75	\$3.75 - <4.00	Service Control				-	-		- Property	S. 6	\$2.00	\$3.50 - <3.75	\$3.75	<\$2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	52.75 - <3.00	\$3.00-	\$3.25-	\$3.50 - <3.78	33.
Distance (Miles)	\$/Ton	5/	\$1	\$/ \$/	/Ton	\$/	\$/Ton	S/Ton	\$/Ton	100		+							/Ton 3	/Ton	<4.00	S/Ton	\$/Ton	\$/Ton	\$/Ton	S / Ton		\$ / Ton	\$/Ton	S/T
		Ton	Ton	Ton		Ton				100 100												3.101		77101		311011	,,,,,,,		371011	3,1
0<5	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.55	\$2.68	\$2,81	\$2.94	Service of the servic								3	\$2.54	\$0,00	\$0.00	\$2.54	\$2.54	52.54	\$2.54	\$2.54	\$2.68	\$2.81	\$2.95	2
	\$3.12	\$3.12	\$3.12	\$3.12	\$3.12	\$3.25	\$3,38	\$3.51	\$3.64									1	\$3.28	\$0.00	\$0.00	\$3.28	\$3,28	\$3,28	\$3.28	\$3.28	\$3.41	\$3.55	\$3.69	1
5-<10	\$3.82	\$3,82	\$3.82	\$3.82	\$3.82	\$3.95	\$4,08	\$4.21	\$4.34	3								H 200 1	\$4.01	\$0.00	\$0.00	\$4.01	\$4.01	54.01	\$4.01	\$4.01	\$4.15	\$4.28	\$4.42	1
.3. 10 - <15	\$4.52	\$4,52	\$4.52	\$4.52	\$4.52	\$4,65	\$4.75	\$4.91	\$5,04			+++						1000	\$4.75	\$0,00	\$0.00	\$4.75	\$4.75	\$4.75	\$4.75	\$4,75	\$4.88	\$4.99	\$5.16	-
.4. 15-<20						-	-	-		W.								79												+
5. 20 - < 25	\$5.22	\$5.22	\$5.22	\$5.22	\$5,22	\$5.35	\$5.48	\$5.61	\$5.74	1		-							\$5.48	\$0.00	\$0.00	\$5.48	\$5.48	\$5.48	\$5.48	\$5,48	\$5.62	\$5.75	\$5.89	-
.6. 25 - <30	\$5.92	\$5.92	\$5.92	\$5.92	\$5.92	\$6.05	\$6,18	\$6,31	\$6.44										\$6.22	\$0.00	\$0.00	\$6.22	\$6.22	\$6.22	\$6,22	56.22	\$6.35	\$6.49	\$6.63	
7.] 30 - <35	\$6.62	\$6.62	\$6,62	\$6,62	\$6.62	\$6.75	\$6.88	\$7.01	\$7,14	di dada									\$6.95	\$0.00	\$0,00	\$6.95	\$6.95	\$6,95	\$6.95	\$6.95	\$7.09	\$7.22	\$7,36	
	DI	RELIVERY	PRICE	MILLER	SBURG QUARR	RYÓRIG	INALIC	DNTRAC	r									100	DELIVE	RY PRICE MILL	KABBURG (HARRY 18T	RENEWAL				1-1-1	4 1231-1	4 0% 1900	TRE
Schedule Schedule	A	В	С	D	E	F	G	H	I							-			A	И	1	A	В	c	D	E	F	G	н	Ì
Fuel Price	<\$2.0 0	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2,75	\$2.75 - <3.00	\$3.00-	\$3.25 - <3.50	\$3.50 - <3.75	\$3.75 - <4.00									br-32	<\$2.00	\$3.50 - <3.75	\$3,75 <4.00	<\$2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 -	\$3.00- <3.25	\$3.25- <3.50	\$3.50 - <3.75	1
Distance (Miles)	\$/Ton	\$ / Ton		\$/ Top	S/Ton	S/ Ton	\$/Tor	S/Ton	S/Ton			+	-					3	\$/Ten	\$/Ton	\$/Ton.	\$/Ton	\$/Ten	\$/Ton	\$/Ton	\$/Ton	5/Ton	S/Ton	5/Ton	5
			-	\$2.42	\$2.42							+++									\$2.94		-		62.40	# 10	\$2.55	5.0		+
L. 0-<5	\$2.42	\$2.42	\$2.42	\$2.42	52.42	\$2.55	\$2.68	\$2.81	\$2.94	-		-							\$2,42	\$2.81	32.94	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.55	\$2.68	\$2.81	+
2. 5-<10	\$3.12	\$3,12	\$3.12	\$3.12	\$3.12	\$3.25	\$3.38	\$3.51	\$3.64	Base man						-			\$3.12	\$3.51	\$3.64	\$3.12	\$3.12	\$3.12	\$3.12	\$3.12	\$3.25	\$3.38	\$3.51	+
3. 10 -<15	\$3.82	\$3.82	\$3.82	\$3.82	\$3.82	\$3.95	\$4.08	\$4.21	\$4,34	and the	A .							500	\$3.82	\$4.21	\$4.34	\$3.82	\$3.82	\$3.82	\$3.82	\$3.82	\$3,95	\$4,08	\$4,21	-
.d. 15 · <20	\$4.52	54.52	\$4.52	\$4.52	\$4.52	\$4.65	\$4.75	\$4.91	\$5.04	100	a de								\$4.52	\$4.91	\$5.04	\$4.52	\$4,52	\$4.52	\$4.52	\$4.52	\$4.65	\$4.78	\$4.91	
	\$5.22	\$5.22	\$5.22	\$5.22	\$5.22	\$5.35	5 \$5.41	\$ \$5.61	\$5.74	A S								T. Sant	\$5,22	35.61	\$5.74	\$5.22	\$5.22	\$5.22	\$5.22	\$5.22	\$5.35	\$5,48	\$5.61	
.5. 20 - < 25	\$5.92	\$5.92	\$5.92	\$5.92	\$5.92	\$6.03	5 \$6.1	8 \$6.31	\$6.44	St.									\$5.92	56.31	\$6.44	35.92	\$5.92	\$5.92	\$5.92	\$5.92	\$6,05	\$6.18	\$6,31	+
.6. 25 - <30	\$6.62	56.42	\$6.62	\$6.62	56.62	\$6.75	5 \$6.8	8 \$7.01	\$7.14	the first or made									\$6,62	\$7.01	\$7.14	\$6.62	\$6.62	\$6.62	56.62	\$6,62	\$6.75	\$6.88	\$7.01	-
0.7. 30 - <35 AXIMUM % INCREASE FOR SECTION	410	30,82	30,02	30.02	30,02	30.73	30.8	37,01	37.14	erfs.) replantation (]"""									_
n % Increase 1st Renewal	19%																													
1.12. Location of Vendor Plant	RIGGS QUARRY	A MILL	RABUI	RG QUAR	RY					-																	-	-		-
4.13. Honor Pricing for New Plants during Cont 4.14. Cooperative Purchasing? Y or N	YES		-		4,2,000	-					union market											-								-
Provide material after normal Work Hours 4.15. Weekenda & Holidays? Y or N	YES																													



BOONE COUNTY, MISSOURI

Request for Bid #: 76-30NOV15 - Crushed Stone Aggregate and Chip Seal Products

ADDENDUM # 2 - Issued November 30, 2015

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

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

1) Addendum 2 shall replace Addendum 1. Please sign and submit Addendum 2 with your Bid Response.

By: Sale/ Cheli Haley, Buyer/ Boone County Purchasing

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

Company Name:		_
Address:		
Phone Number:	Fax Number:	
E-mail:		
Authorized Representative Signature:	Date:	
Authorized Representative Printed Name:		

			E QUA VAL PE	RRIES HCING		ONE QUARRIES 1st Renewal 1-14 - 12-31-14 0% Increase	1-	ONE QUARRIES 2nd Renewal 1-15 - 12-31-15 3% Increase
4.7		ON THE REAL PROPERTY.	- Andrews - John Company	and the section of th			alle and a second desired to the second desi	and the state of t
	DESCR	Measur o Tous APPRO	UNIT PRICE PER TON	EXTENDED PRICE	Honewal 1-1-14 - 12-31-14 UNET PRICE	EXTENDED PRICE	7md Renewal 1-1-15 - 12-31-15 UNIT PRICE	EXTENDED PRICE
4.7.1.	RSB	50,000	\$6,28	\$314,000.00	\$6.28	\$314,000.00	\$6 47	\$325,420.00
4.7.2	SRI	75,000	\$6 69	\$501,750.00	\$6,69	\$501,750,00	\$6,89	\$516,802.50
4.7 3.	SR1.5	50,000	\$6.69	\$334,500 00	\$6.69	\$334,500.00	\$6.89	\$344,535.00
4.7.4.	SR2.5	25,000	\$6 40	\$160,000.00	\$6.40	\$160,000.00	\$6.59	\$164,800.00
4.7.5.	CRI	50,000	\$9.00	\$450,000.00	\$9.00	\$450,000.00	\$9.27	\$463,500.00
4 7.6.	CRI 5	1,000	\$8.90	\$8,900.00	\$8.90	\$8,900.00	\$9 17	\$9,167,00
4.7.7	CR2	500	\$7.96	\$3,980 00	\$7.96	\$3,980.00	\$8.20	\$4,399.40
4 7.8.	CR3	1,500	\$7.96	\$11,940,00	\$7 96	\$11,940.00	\$8 20	\$12,298.20
4.7.9.	MS	3,500	\$5.00	\$17,500.00	\$5.00	\$17,500 00	\$5 15	\$18,025.00
4710	QR	1,500	\$7.39	\$11,085.00	\$7.39	\$11,085.00	\$7 61	\$11,417.55
47.11	GQR	500	\$10.11	\$5,055.00	\$10,11	\$5,055 00	\$10.41	\$5,206,65
4712	SP	500	\$1011	\$5,055.00	\$10 11	\$5,055 00	\$10 41	\$5,206.65
4713	WR	2,000	\$3.91	\$7,820.00	\$3.91	\$7,820.00	\$4.03	\$8,354,60
4714	GONAX	1,500	\$10.11	\$15,165 00	\$10.11	\$15,165.00	\$10 41	\$15.619.95
4715	GQReX	1,000	\$10.11	\$10,110.00	\$10.11	\$10,110,09	\$10.41	\$10.413.30
4710	SC.375	1,500	\$10.87	\$16,305.00	\$10.87	\$16,305 00	\$11 20	\$16 794.15
4717	SC.5	6,000	\$10.87	\$65,220 00	\$10.87	\$65,220.00	\$11.20	\$67.176.60
4718	SP-Spa	1000	\$10.11	\$10,110.00	\$10.11	\$10,110 00	\$10.41	\$10.413 30
4.7 19		1000	\$5,25	\$5,250.00	\$5,25	\$5,250.00	\$5.41	\$5,407.50
4720	Rock Pa ton add	1000	\$0.50	\$500.00	\$0.50	\$500.00	\$0.52	\$515.00
	GRB	20000			\$6 90	\$138,000.00	\$7.11	\$142,140.00
	1	1	TOTAL	\$1,954,245.00	TOTAL	\$2,092,245.00	TOTAL	\$2,155,012.35

			E QUA VAL PI					ONE QU 1st Res -1-14 - 1 0% Inc	1ewal 2-31-14	ES		2nd R	UARR enewal 12-31-1 icrease								
			N. ISTONIS	4.	R. C'HIP!	ikal Ph	Krisici	POB PLA	NT ONL	¥					6						19000
8,1	DESCRIP TION	Unit of Measure Tons APPROXI MATE QTY	UNIT PRICE PER TON	EXTE	nded PR		Renewal 1-1-14- 12-31-14 UNFT PRICE PRICE PRICTION 0%	EXTE	NDED PI		Sud Renewai 1-1-15- 12-31-15 UNIT PRICE PS.R PCIN 0% SECREMA	EXT	ENDED	PRICE							
	SC.375	1,200	\$10 87	S	13,044.00		\$10.87	5	13,044 00)	\$11 20		\$13,435.	32							
	SC.5	7,500	\$10.87	5	81,525.00		\$10.87	5	81,525.00)	\$11.20		\$83,970.	75							
		Fig	TOTAL.		94,569.00		TOTAL.		94,569.00	and the Parket of the Parket o	TUTAL	-	\$97,406.	07							
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	Reserve					***************************************		100	10%						215						West 3
laxin	Renewal							10.0)0%						A				and the book	aus College and	g Mark
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	beh	edule .	A	B	C	D	E	*	Ţ,	н	1		A	- 8	4.	D	K	ŀ	G	Н	1
	Fuel	Price	<\$2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3,00	\$3.00- <3.25	\$3.25 - <3.50	\$3,50 - <3,75	\$3.75- <\$4.00		<\$2.0	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00- <3,25	\$3.25 ~ <3.50	\$3.50 <3.75	\$3.75 - <\$4.00
	Distant	e (Milm)	5/Ton	\$ / Tan	S / Ton	1/Ton	\$ 7 Test	S/Ton	5 / Ten	\$Pres	\$/Tan		SiTe	n S/Ton	1/100	\$ / Test	\$! Ton	S. Fon	S / Van	5/Ten	\$/To
10 1	0.	-<5	\$2.58	\$2.58	\$2.58	\$2.58	\$2.58	\$2.58	\$2.70	\$2.72	\$2.75		\$2.66	\$2.66	\$2.66	\$2.66	\$2.66	\$2.66	\$2.78	\$2.80	\$2.83
107	5 -	<10	\$3.29	\$3 29	\$3 29	\$3.29	\$3 29	53 29	\$3 45	\$3 48	\$3.51		\$3 39	\$3 39	\$3.39	\$3.39	\$3 39	\$3 39	\$3.55	\$3 58	\$3 62
, LW.3	10	- <15	\$3.77	\$3.77	\$3.77	\$3.77	\$3.77	\$3.77	\$3.95	\$3.99	\$4 02		\$3 81	\$3,88	\$3.88	\$3.88	\$3.88	\$3.88	\$4.07	\$4.11	\$4 14
.10.4	15	~ <10	\$4.57	\$4 57	\$4 57	\$4.57	\$4.57	\$4.57	\$4.79	\$4 83	\$4.88		\$4.7	\$4.71	\$4.71	\$4.71	\$471	\$4,71	\$4.93	\$4.97	\$5 03
1.8.5	20	< 25	\$5.31	\$5,31	\$5.31	\$5.31	\$5.31	\$5.31	\$5.57	\$5.62	\$5.67		\$5 4	\$5.47	\$5 47	\$5.47	\$5.47	\$5.47	\$5.74	\$5.79	\$5.84
4 10.0	25	- <30	\$5.75	\$3.75	\$5.75	\$5.75	\$5 75	\$5.75	\$6.03	\$6.08	\$6 14	1000	\$5.9	\$5.92	\$5.92	\$5,92	\$5.92	\$5.92	\$6,21	\$6.26	\$6.32
4 10	30	- <35	\$6.64	\$6.64	\$6,64	\$6.64	\$6,64	\$6.64	\$6.96	\$7 03	\$7 09		\$6.8	\$6,84	\$6 84	\$6,84	\$6.84	\$6.84	\$7.17	\$7.24	\$11.00
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yparase recovered to	-	SHOWED RECORD	Opening Section Section 2-14 Se	RIGGS QUA	The second second	B-00-100-10-10-10-10-10-10-10-10-10-10-10	L PRICING				MIRALE	RANUTRG QU	ARRY W	ENTWAL PE	MICHIG
	DESCRIPTION	Unit of Memore Tone APPRICITIMATE QTV	UNIT PRICE PER TON	EXTENDED PRICK	1d Sumed 2-1-24 - L3-31-44 UNIT PRICE FER TON 8% berease	EXTENDED PEICE	Total Magazine I-1-10 - 15-34-48 UNIT PARCE PER YOR UN TARRENO	EXTENDED PRICE		UNIT PRICE PER TON	EXTENDED PRICE	but Street 2-2-14-15-2-4 CHUT PRINCE 2-22-TON 101-1-1-1-1-1	EXTENDED PRICE	See Heavy 1-1-18 - 13-31-18 UPER PRICE PRI	EXTENDED PRICE
L7.1.	RSB	50,000	6.00	\$300,000.00	\$6.30	\$315,000.00	\$6.30	\$315,000.00		5.75	\$287,500.00	5.75	\$287,500.00	5.75	\$287,500.00
L7.1L	SRI	75,000	6.95	\$521,250,00	\$7.30	\$547,312.50	\$7,30	\$547,500.00		6.70	\$502,500.00	6.70	\$502,500.00	6.70	\$502,500.00
4.7.3	SR L5	50,000	6.95	\$347,500.00	\$7.30	\$364,875.00	\$7.30	\$365,000.00		6.70	\$335,000.00	6.70	\$335,000.00	6.70	\$335,000.00
4.7.4.	SR2.5	25,000	6 95	\$173,750.00	\$7.30	\$182,437 50	\$7.30	\$182,500.00		6,70	\$167,500.00	6.70	\$167,500.00	6.70	\$167,500.00
473.	CRI	50,000	9.25	8462,500,00	\$9.71	\$485,625.00	\$9.71	8485,500.00		9.00	\$450,000,00	9.00	\$450,000.00	9.00	\$450,000.00
474	CR1.5	1,000	8.50	\$8,500.00	\$8,93	38,925.00	\$8,93	\$8,930.00		8.40	38,400.00	8.40	\$8,400.00	8.40	\$8,400.00
4.7.7.	CR2	500	8.50	\$4,250.00	\$8.93	\$4,462.50	\$8.93	\$4,465.00		8.40	\$4,200.00	8.40	\$4,200,00	8.40	\$4,200.00
4.7.8	CR3	1,500	8.50	\$12,750.00	\$8,93	\$13,387.50	38.93	\$13,395.00		8.40	312,600.00	8.40	\$17,600,00	8.40	\$12,600.00
4.7.9.	MS	3,500	9.00	\$31,500.00	\$9.45	833,075.00	\$9.45	\$33,675.00		9.00	\$31,500.00	9.00	\$31,500.00	9.00	\$31,500.00
4.7.10.	QR	1,500	6.43	\$9,675.00	\$6.77	\$10,158.75	\$6.77	\$10,155.00		6,45	\$9,675.00	6.45	\$9,675.00	6 45	89,675.00
47.11.	GQR	500	9.25	34,625.00	\$9.71	34,856,25	\$9.71	\$4,855.00	v Al	8.85	\$4,425.00	8.95	\$4,425.00	8.85	34,425.00
47.12	SP	500	8.75	84,375.00	\$9.19	\$4,593.75	\$9,19	\$4,395.00		8.50	\$4,250.00	8.50	\$4,250.00	8.50	\$4,250.00
4.7.13.	WR	2,000	3.25	\$6,500.00	\$3.41	\$6,825.00	\$3.41	36,820.00		3.00	\$6,000.00	3.00	\$6,000.00	3.00	\$6,000.00
4.7.14.	OQRAXO	1,500	9.25	113,875.00	39.71	\$14,568.75	\$9 71	\$14,565.00	0 10	9.00	\$13,500.00	9.00	\$13,500.00	9.00	\$13,500.00
4.7.15.	OQR6X12	1,000	9.25	\$9,250.00	\$9.71	\$9,712.50	89.71	\$9,710.00	Same Co	9.00	\$9,000.00	9.00	\$9,000.00	9.00	\$9,000.00
4.7.10.	SC.375	1,500	15.00	\$22,500.00	\$15.75	\$23,625.00	\$15.75	\$23,625.00		bid on	#VALUE!	no bid	#VALUE!	po bid	IVALLIEI
4.7,17.	9C,5	6,000	13.00	\$78,000.00	\$13.65	\$81,900.00	\$13.65	\$81,900.00	10	no bid	(VALUE)	ao bid	ISU.IAY#	no bid	#VALUE!
4.7.18.	SP-Spails	1000	8.75	\$8,750.00	\$9.19	\$9,187.50	\$9.19	39,190.00	2	8.50	\$8,500.00	8.50	\$8,500,00	8.50	38,500.00
4.7.19,	Pili Material	1000	3.00	\$3,000.00	33.15	\$3,150.00	\$3,15	\$3,150.00		3,00	\$3,000.00	3.00	\$3,000,00	3.00	\$3,000.00
4.7.20.	Por instantium	1000	0.50	\$500.00	\$0.53	\$525.00	30.53	\$530.00		0.50	\$500.00	0.50	\$500.00	0.50	\$500.00
	ORB	20000			36.30	\$126,000.00	36.30	\$126,000.00				5.75	\$115,000.00	5.75	\$115,000.00
-	ALCON !		TOTAL	\$3,623,866.00	TOTAL	\$3,124,203.60	TOTAL	32,250,460.00		TOTAL	\$1,858,050.00	TOTAL	\$1,973,650.00	TOTAL	\$1,973,050.00
-	GRE .	1	TOTAL	83,823,868.00	-		TOTAL			TOTAL	\$1,858,050.00		-	-	-
,	T	1		T	1-1-44 - 12-31-14		1			1		116 Magami 3-5-14 - 18-31-16	T	1-1-14-21-14-14-14-14-14-14-14-14-14-14-14-14-14	1
4.0.3	равскаттой	AGNE PASSECULTATION AND IN	UNTY PRICE PER TOK	EXTENDED PAICE	1-1-44 - 13-91-14 LIMIT PERCE PER YOR 816 Jahreson	EXTERNOL PLACE				FEB. TON	ECCURATED MAKES	J-5-14 - 19-91-14 UPCT FRECE PER TON PM Interess	ANTENDALO PRI)CK	1-1-14 - 05-34-34 UPST PULEX PUR TOR 994 Larrame	ECHEROLD VEICE
	BC.375	1,200	\$15.00	\$18,000.00	315.75	30,00				laid on	\$0,00	hid on	09.02	hặc on	30.00
	8C,5	7,300	\$33.00	\$67,500.00	\$13.65	\$0.00				bld on	\$0,00	bid op	\$0.00	no bid	\$0,00
+	10000	The second	TOTAL	5318,860,00	TOTAL	po,00			10	TOTAL	\$0.00	TOTAL	30.00	TOTAL	36.60

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Post Prince Disease Children a - d		-	-	TAL.	Mich Misseur Linkston. Miggs (Mare	DI LIBA	Steel Mi	43.5 Mills	TOP		Andrews and a	-	Total State	Annual Contractor	Delination of the last of the	4713-12	ころろうこ	SEL STATE		Milershare (Juere	1771	-	-	-	A desired	1	1	1	Salah.	Ą
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8(5)	23.12		53.62 \$5.62	23.22	5.62	\$2.55	24.06	15,42	34.34	2.0	10,12	74.03	10.04	34.01	34.15	34.28	24.42	38.56	M.01	84.31	\$421	34.01	34.01	11 \$4.01	11 84,03	34,01	\$4.53	34.24	294.42	
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	3	100.00	COLUMN TRACE NOT LAND	E NOR E AN		MIT CLASS	PERSONAL LINES OF STREET	TRACE		Name of	- France	SALATION TRACE LABOR		STATE OF STA	1	Item S	MAR ISAM	3	5	DELIVER PRICE HELL		STATES OFFICE	ANATOR SECTION	*			4			1
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48	**	84.52	54.52 94.52	52 \$4.52	84.32	24465	84.73 57.73	16.91	15.04	34.52	32 84.52	2 34.52	84.53	34.52	FI.63	E/8	1616	\$5.04	24.33	6491	\$3.04		34.52 \$	24,53	\$4.52 \$4.53	25.52	B4,65	84.78	946	
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CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

14th

day of

January

16

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

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, January 19, 2016, at 8:30 a.m. and 4:00 p.m. The meetings will be held in the Conference Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(2), to discuss the leasing, purchase or sale of real estate by a public government body where public knowledge of the transaction might adversely affect the legal consideration therefore.

Done this 14th day of January, 2016.

ATTEST:

Clerk of the County Commission

Presiding Commissioner

Karen M. Miller

District I Commissioner

Janet M. Thompson

District II Commissioner