

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 13

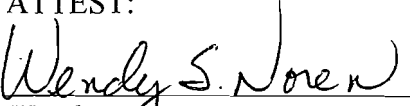
In the County Commission of said county, on the 7th day of March 20 13

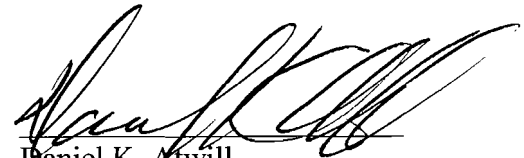
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve a multi-vendor bid award to ConAgg of MO, LLC and Mid-Missouri Limestone. The terms of the agreement are stipulated in the attached Purchase Agreements. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreements.

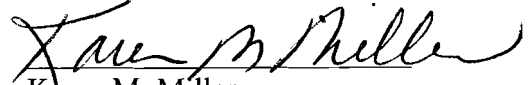
Done this 7th day of March, 2013.

ATTEST:

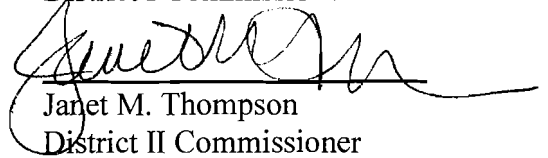

Wendy S. Noren *my*
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Amy Robbins
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins, Senior Buyer
DATE: March 5, 2013
RE: 08-14FEB13 – Crushed Stone Aggregate & Chip Seal Products Term & Supply

08-14FEB13 – Crushed Stone Aggregate & Chip Seal Products Term & Supply opened on February 14, 2013. Two bids were received and Public Works recommends a multi-vendor award to ConAgg of MO, LLC and Mid-Missouri Limestone. For this bid, the distance between providers and the drop-off locations for aggregate affect the price. Boone County will receive the lowest and best price by awarding to both providers and placing orders according to the over all cost while factoring in mileage expenses outlined in the bid response.

This is a term and supply contract and invoices will be paid from department 2040 – Public Works Maintenance Operations, accounts 26200 – Rock and 262001 – Rock Vendor Hauled. \$956,500.00 was budgeted for this contract in 2013.

ATT: Bid Tabulation

cc: Chet Dunn, Public Works
Bid File

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

BID TABULATION		CowAge of MO, LLC @ Rls. Basin Quarry									Mid-Missouri Limestone, Nitro Quarry									Mid-Missouri Limestone, Millersburg Quarry									
4.0. MAXIMUM % INCREASE FOR RENEWALS 4.1, AND 4.2.		10.00%									10%									10%									
4.1. DELIVERY PRICING		10.00%									10%									10%									
Schedule	Fuel Price	A	B	C	D	E	F	G	H	I	A	B	C	D	E	F	G	H	I	A	B	C	D	E	F	G	H	I	
Distance (Miles)	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	
4.10.1	0 - <= 5						\$2.58	\$2.70	\$2.72	\$2.74	\$2.42	\$2.40	\$2.42	\$2.40	\$2.42	\$2.55	\$2.68	\$2.81	\$2.94	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.29	\$2.53	\$2.68	\$2.81	\$2.94
4.10.2	5 - <= 10						\$3.00	\$3.45	\$3.41	\$3.31	\$3.12	\$3.10	\$3.12	\$3.10	\$3.12	\$3.25	\$3.38	\$3.51	\$3.64	\$3.12	\$3.12	\$3.12	\$3.12	\$3.12	\$3.19	\$3.25	\$3.38	\$3.51	\$3.64
4.10.3	10 - <= 15						\$3.77	\$3.95	\$3.99	\$4.02	\$3.52	\$3.82	\$3.82	\$3.82	\$3.82	\$3.95	\$4.08	\$4.21	\$4.34	\$3.52	\$3.82	\$3.82	\$3.82	\$3.82	\$3.82	\$3.95	\$4.08	\$4.21	\$4.34
4.10.4	15 - <= 20						\$4.37	\$4.74	\$4.83	\$4.88	\$4.52	\$4.82	\$4.82	\$4.82	\$4.82	\$4.85	\$4.98	\$5.11	\$5.24	\$4.52	\$4.82	\$4.82	\$4.82	\$4.82	\$4.82	\$4.85	\$4.98	\$5.11	\$5.24
4.10.5	20 - <= 25						\$5.21	\$5.57	\$5.62	\$5.67	\$5.27	\$5.75	\$5.75	\$5.75	\$5.75	\$5.75	\$5.88	\$6.01	\$6.14	\$5.27	\$5.75	\$5.75	\$5.75	\$5.75	\$5.75	\$5.88	\$6.01	\$6.14	\$6.27
4.10.6	25 - <= 30						\$5.75	\$6.03	\$6.08	\$6.14	\$5.92	\$6.22	\$6.22	\$6.22	\$6.22	\$6.25	\$6.38	\$6.51	\$6.64	\$5.92	\$6.22	\$6.22	\$6.22	\$6.22	\$6.22	\$6.25	\$6.38	\$6.51	\$6.64
4.10.7	30 - <= 35						\$6.44	\$6.96	\$7.03	\$7.09	\$6.42	\$6.62	\$6.62	\$6.62	\$6.62	\$6.75	\$6.88	\$7.01	\$7.14	\$6.42	\$6.62	\$6.62	\$6.62	\$6.62	\$6.62	\$6.75	\$6.88	\$7.01	\$7.14
4.11. MAXIMUM % INCREASE FOR RENEWALS 4.3.		10.00%									10.00%									10.00%									
4.12. Location of Vendor Plant		10.00%									10.00%									10.00%									
4.12.	Location of Vendor Plant	Rls. Basin Quarry									Nitro Quarry									Millersburg Quarry									
4.13.	Contract Term? Y or N	Y									Y									Y									
4.14.	Cooperative Purchasing? Y or N	Y									Y									Y									
4.15.	Weekends & Holidays? Y or N	Y									Y									Y									

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

THIS AGREEMENT dated the 7th day of March, 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Con-Agg of MO, L.L.C. d/b/a Boone Quarries**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Crushed Stone Aggregate and Chip Seal Products Term and Supply**, County of Boone Request for Bid #08-14FEB13, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Attachments A and B, as well as the Contractor's bid response dated **February 7, 2013** and executed by **Craig Kellmann** 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 Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Attachments A through C, and the Standard Terms and Conditions, shall prevail and control over the Contractor's bid response.

2. Contract Duration - The contract period shall be **April 1, 2013 through December 31, 2013**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **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 .00' 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

by [Signature]
title SALES MANAGER

address 2604 N STADIUM BLVD
COLUMBIA, MO 65202

APPROVED AS TO FORM:

County Counselor

BOONE COUNTY, MISSOURI

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

ATTEST:

[Signature]
Wendy S. Noren, County Clerk *Wey*

AUDITOR CERTIFICATION

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

[Signature]
Signature *by [initials]*

3/5/13
Date

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

4. Response Form

- 4.1. Company Name: Con-Agg of MO, L.L.C. d/b/a Boone Quarries
- 4.1.1. Contact Name: Craig Kellmann
- 4.1.2. Contact Person's E-mail: ckellmann@conagg-mo.com
- 4.2. Address: 2604 N. Stadium Blvd
- 4.3. City/Zip: Columbia, MO 65202
- 4.4. Phone Number: 573-446-0905
- 4.5. Fax Number: 573-446-2860
- 4.6. Federal Tax ID: 43-1765061
- 4.6.1. () Corporation
 () Partnership - Name _____
 () Individual/Proprietorship - Individual Name _____
 (X) Other (Specify) L.L.C.

4.7. BASE BID PRICING –Crushed Stone Aggregate - For the Furnishing and Delivery FOB Destination and FOB Plant.

	DESCRIPTION	Unit of Measure Tons APPROXIMATE QTY	UNIT PRICE PER TON
4.7.1.	RSB	50,000	\$ 6.28
4.7.2.	SR1	75,000	\$ 6.69
4.7.3.	SR1.5	50,000	\$ 6.69
4.7.4.	SR2.5	25,000	\$ 6.40
4.7.5.	CR1	50,000	\$ 9.00
4.7.6.	CR1.5	1,000	\$ 8.90
4.7.7.	CR2	500	\$ 7.96
4.7.8.	CR3	1,500	\$ 7.96
4.7.9.	MS	3,500	\$ 5.00
4.7.10.	QR	1,500	\$ 7.39
4.7.11.	GQR	500	\$ 10.11
4.7.12.	SP	500	\$ 10.11
4.7.13.	WR	2,000	\$ 3.91
4.7.14.	GQR6X9	1,500	\$ 10.11
4.7.15.	GQR6X12	1,000	\$ 10.11
4.7.16.	SC.375	1,500	\$ 10.87
4.7.17.	SC.5	6,000	\$ 10.87
4.7.18.	SP=Spalls	1000	\$ 10.11
4.7.19.	Fill Material	1000	\$ 5.25
4.7.20.	Pugged Rock	1000	\$ 0.50 add-on cost/ton

4.8. CHIP SEAL PRICING – FOB PLANT ONLY

	DESCRIPTION	Unit of Measure Tons APPROXIMATE QTY	UNIT PRICE PER TON
4.8.1.	SC.375	1200	\$ 10.87

SC.5	7500	\$10.87
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4.9. Maximum Percentage Increase for Sections 4.7. and 4.8.

10 % 2nd Year – 1st Renewal Period – January 1, 2014 through December 31, 2014

10 % 3rd Year – 2nd Renewal Period – January 1, 2015 through December 31, 2015

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

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

4.11. Maximum Percentage Increase for Section 4.10.

10 % 2nd Year – 1st Renewal Period – January 1, 2014 through December 31, 2014

10 % 3rd Year – 2nd Renewal Period – January 1, 2015 through December 31, 2015

4.12. Location of Vendor's Plant(s):

East Scale - 3101 Creasy Springs Road Columbia, MO 65202

West Scale - 2510 N. Stadium Blvd., Columbia, MO 65202

4.13. Will you honor these prices for any new or acquired plant opened during the contract term?

Yes No

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


Yes No

4.15. Will you provide the material bid above to Boone County after normal working hours, on weekends, and on holidays, if requested?

Yes No

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

4.16.1. Authorized Representative (Sign By Hand):



4.16.2. Type or Print Signed Name:

Craig Kellmann

4.16.3. Today's Date: 02/07/2013

(Please complete and return with Contract)


Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

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.

Craig Kellmann Sales Manager
Name and Title of Authorized Representative


Signature

February 7, 2013
Date



Request for Bid (RFB)

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

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

Bid Data

Bid Number: **08-14FEB13**

Commodity Title: **Crushed Stone Aggregate and Chip Seal Products Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission & Opening Address and Deadline

Day / Date: **Thursday, February 14, 2013**

Time: **1:30 p.m. Central Time (Bids received after this time will be returned unopened)**

Location / Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 109
Columbia, MO 65201

Bid Contents

- 1.0: Introduction and General Conditions of Bidding
- 2.0: Primary Specifications
- 3.0: Response Presentation and Review
- 4.0: Response Form
Work Authorization Certification
Certification of Individual Bidder
Debarment Form

Attachment A Percent Passing Sieve Sizes

Attachment B Current Rock Specifications
Standard Terms and Conditions
"No Bid" Response Form

1. Introduction and General Conditions of Bidding

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

following order:

- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from **April 1, 2013 through December 31, 2013**, and may be automatically renewed for an **additional two (2) years** unless canceled by the Purchasing Director in writing prior to a renewal term.
 - 1.6.1. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
 - 1.7. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
 - 1.8. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the attached County's standard "boilerplate" Terms and Conditions for Contracts.
 - 1.9. **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 States law.

2. Primary Specifications

2.1 **ITEMS TO BE PROVIDED** - 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.

2.1.1 **Quantity** - All orders will 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 Contractors for each area will vary according to need within a given area. The County makes no representation or guarantee concerning quantities of rock it will purchase from any Contractor.

2.1.2.1. All potential bidders are encouraged to attend this conference in order to ask questions and provide comments on the Request for Bid. Attendance is not mandatory to submit a response; however, bidders are encouraged to attend since information relating to this RFB will be discussed in detail. Bidders should bring a copy of this RFB since it will be used as the agenda for the pre-bid conference.

2.2 GENERAL INFORMATION

2.2.1. Pricing is requested in multiple formats. 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 plant and; 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; 3) Chip Seal Products – F.O.B. Point of Origin (Vendor’s Plant). The County will pick up and haul chip seal product from the plant.

2.2.1.1. The County reserves the right to award to more than one (1) supplier. The Boone County Public Works department 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 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 (as determined by Boone County).

2.2.1.2. The County reserves the right at all times to obtain materials from the Bidder submitting the next lowest bid in the event the awarded Contractor is unable to supply and/or haul material when and as needed by the County. Each Bidder submitting a bid agrees it will supply and/or haul crushed stone aggregate at the prices indicated in its bid in the event of such contingency. The County will award a primary contractor for each area and may also award secondary contractors.

2.2.1.3. In order to be considered for award, Bidder **must** bid all crushed stone aggregate described in paragraphs 2.3.2.1 (RSB); 2.3.2.2 (SR1); 2.3.2.3 (SR1.5); 2.3.2.4 (SR2.5); and 2.3.2.6 (CR1). Bidder may be excluded from award if they do not bid all crushed stone aggregate items.

2.2.2 **Delivery Route** – Boone 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 by available internet software such as “mappoint.com” or “mapquest.com,” by GIS software, or by odometer. If a vendor has more than one quarry location, service would typically be expected from the closest quarry but delivery may be from another location based on vendor operational efficiencies.

2.2.3. In order for the County to obtain needed rock in place at all locations within Boone County and in the most cost effective manner, the County will be purchasing from the nearest quarry with the best available product.

2.3. CRUSHED STONE AGGREGATE TECHNICAL SPECIFICATIONS

2.3.1. Aggregate shall be composed of durable particles of rock. When tested in accordance with AASHTO T96, 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 6 percent.

2.3.1.1. **Deleterious rock and shale - 6.0 percent by weight**

2.3.1.2. **Mud balls - 2.5 percent by weight**

2.3.1.3. **Other foreign materials - 1 percent by weight**

2.3.2.	Descriptions of Abbreviations – also see Attachment A for additional specifications.	AASHTO T96 Minimum
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	Hardness
2.3.2.1. RSB = Roll Stone Base – See Attachment A – Percent Passing Sieve Sizes	60
2.3.2.2. SR1 = 1” Minus Crushed Stone – See Attachment A – Percent Passing Sieve Sizes	45
2.3.2.3. SR1.5 = 1-1/2” Minus Crushed Stone – See Attachment A – Percent Passing Sieve Sizes	45
2.3.2.4. SR2.5 = 2-1/2” Minus Crushed Stone – See Attachment A – Percent Passing Sieve Sizes	45
2.3.2.5. CR1 = 1” Clean Crushed Stone – See Attachment A – Percent Passing Sieve Sizes	45
2.3.2.6. CR1.5 = 1.5” Clean Crushed Stone – See Attachment A – Percent Passing Sieve	45
2.3.2.7. CR2 = 2” Clean Crushed Stone – See Attachment A – Percent Passing Sieve Sizes – ASTM #3	45
2.3.2.8. CR3 = 3” Clean Crushed Stone – See Attachment A – Percent Passing Sieve Sizes	45
2.3.2.9. MS = Manufactured “Stone” Sand - Class D sand as described in section 102.2.3 of the Missouri Standard Specifications for Highway Construction -1996.	60
2.3.2.10. QR = Quarry Run - Quarry run, RipRap or Shot Rock – Accepted upon visual inspection.	60
2.3.2.11. GQR = Graded Quarry Run - Same as QR except stones are of a uniform size, 9”to 15” stones are acceptable.	60
2.3.2.12. GQR6x9 = Graded Quarry Run 6” x 9” – See Attachment A – Percent Passing Sieve Sizes	60
2.3.2.13. GQR6x12 = Graded Quarry Run 6”x 12” – See Attachment A – Percent Passing Sieve Sizes	60
2.3.2.14. SP = Spalls - 3”x 8” accepted upon visual inspection.	60
2.3.2.15. WR = Waste Rock - By-products of the crushing process, accepted upon visual inspection.	60
2.3.2.16. Fill Material (Stripping from quarry)	
2.3.2.17. Pugged Rock (“water added” to one of other rock types specified herein as requested by Boone County)	
2.4. CHIP SEAL PRODUCT TECHNICAL SPECIFICATIONS	
2.4.1. SC.375 = 3/8” Seal Coat Chips – See Attachment A – Percent Passing Sieve Sizes	30
2.4.2. SC.5 = ½” Seal Coat Chips – See Attachment A – Percent Passing Sieve Sizes	30

2.4.2.1. **CHIP SEAL SPECIFICATIONS:**

2.4.2.2. 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.

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

2.5. **CRUSHED STONE AGGREGATE TESTING REQUIREMENTS**

2.5.1. 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.

2.5.2 Material, which fails to comply with specifications, shall not be sold to the County. If material is 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 50% per unit price bid herein for every ton of deficient material. If material is taken to job site, rejected and return requested prior to being laid, County will not pay for any of it.

2.5.3 The Boone County Public Works, Road Maintenance Operations Manager, or his authorized representative, shall determine the extent and volume of deficient material and notify the contractor of deficiencies.

2.5.4 When material is found deficient and the contractor cannot supply the required material per bid specifications, the County reserves the right to procure material from the next lowest Contractor.

- 2.6. **Billing Code** – The Billing Code 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. **Invoicing** – The County desires to receive one weekly invoice that itemizes the job site areas and provides supporting detail for each load that is delivered or picked-up in addition to receiving a monthly statement. The County prefers **computerized billing**.
- 2.7.1. **Payment** – Payments will be made within thirty (30) days of receipt of a correct monthly statement. Invoices and monthly statement shall be submitted to the ordering department: Boone County Public Works, 5551 Highway 63 South, Columbia, MO 65201 or Facilities Maintenance, 601 E. Walnut, Room 205, Columbia, MO 65201
- 2.8. **DESIGNEE** – Boone County Public Works Department, Chet Dunn, Road Maintenance Operations Manager, 5551 Highway 63 South, Columbia, Missouri 65201. Facilities Maintenance, Bob Davidson, Facilities Maintenance Manager, 601 E. Walnut, Room 205, Columbia, MO 65201
- 2.8.1 **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed in writing to Amy Robbins, Senior Buyer, 613 E. Ash Street, Room 109, Columbia, Missouri 65201 or by faxing to (573) 886-4390 or e-mail: arobbins@boonecountymmo.org. Telephone: (573) 886-4392.
- 2.9. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, 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.
- 2.9.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee’s Liability and Worker’s Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Worker’s Compensation coverage shall meet Missouri statutory limits. Employers’ Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker’s Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers’ Liability Insurance for the protection of their employees not otherwise protected.
- 2.9.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them 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 \$2,000,000.00 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 Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner’s Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner’s Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverage. Should any work be subcontracted, these limits will also apply.

- 2.9.3. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this

contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

- 2.9.4. **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 requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.10. **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.
- 2.11. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062.

3. Response Presentation and Review

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

Attachment A

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				
SR1.5				100		65-95			35-65			15-30			10-15
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						
GQR6X 9															
GQR6															

- * indicates maximum permitted
- (a) plasticity index (0-6)
- (b) plasticity index (4-12)
- GQR6X9 and GQR6 per Section 2.4.2.12. and 2.4.2.13.:

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.

ATTACHMENT B

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 Cpec.	Boone County	Yes
SR2.5	2-1/2" Surface	Custom Spec.	Boone County	Yes
CR 1	1" Clean	#57	ASTM	Yes
CR 1.5	1.5" Clean	#4	ASTM	Yes
CR2	2" Clean	#3	ASTM	Yes
CR3	3" Clean	#2	ASTM	Yes
SC .375	3/8" Chips	1003.2.2	MoDOT - 2004	None
SC .5	1/2" Chips	1003.2.2.	MoDOT - 2004	None

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

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



"No Bid" Response Form

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

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

"NO BID RESPONSE FORM"

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

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

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

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

Business Name: _____

Address: _____

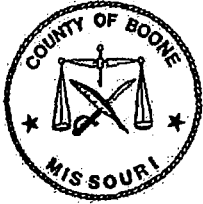
Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

N/A



BOONE COUNTY, MISSOURI
Request for Bid #: 08-14FEB13 – Crushed Stone Aggregate & Chip Seal Products
Term & Supply

ADDENDUM #1 - Issued February 1, 2013

This addendum is issued in accordance with the Introduction and General Conditions of Bidding 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. Remove Item 2.1.2.1. from the bid documents.**
The County is not holding a pre-bid conference for this bid.

By: *Amy Robbins*
Amy Robbins
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid #08-14FEB13 – Crushed Stone Aggregate & Chip Seal Products Term & Supply receipt of which is hereby acknowledged:

Company Name: Con-Agg of MO L.L.C. d/b/a Boone Quarries
Address: 2604 N Stadium Blvd
Columbia, MO 65202
Phone Number: 573-447-0100 Fax Number: 573-446-0147
E-mail address: ckellmann@conagg-mo.com

Authorized Representative Signature: *Craig Kellmann* Date: 02/07/2013
Authorized Representative Printed Name: Craig Kellmann



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/11/2013

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 Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 508628-All-Cas-12-13	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER B : Liberty Insurance Company</td> <td>42404</td> </tr> <tr> <td>INSURER C : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Liberty Mutual Fire Insurance Company	23035	INSURER B : Liberty Insurance Company	42404	INSURER C : N/A	N/A	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Liberty Mutual Fire Insurance Company	23035														
INSURER B : Liberty Insurance Company	42404														
INSURER C : N/A	N/A														
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Con-Agg of MO, LLC 2604 North Stadium Blvd. Columbia, MO 65202															

COVERAGES **CERTIFICATE NUMBER:** NYC-006580349-01 **REVISION NUMBER:** 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			TB2-631-509969-022	03/31/2012	03/31/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			AS2-631-509969-032	03/31/2012	03/31/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$				
							\$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA7-63D-509969-012	03/31/2012	03/31/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 THE COUNTY IS INCLUDED AS ADDITIONAL INSURED (EXCEPT WORKERS' COMPENSATION) WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER BOONE COUNTY PURCHASING 613 E. ASH STREET, ROOM 109 COLUMBIA, MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Jessica Cullen <i>Jessico Cullen</i>
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Search Results

Current Search Terms: Con-Agg of MO LLC*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.722.20130215-1545

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



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

THIS AGREEMENT dated the 7th day of March, 2013 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.** 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 #08-14FEB13, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Attachments A and B, as well as the Contractor's bid response dated **February 14, 2013** 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 Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Attachments A through C, and the Standard Terms and Conditions, shall prevail and control over the Contractor's bid response.

2. **Contract Duration** - The contract period shall be **April 1, 2013 through December 31, 2013**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **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.

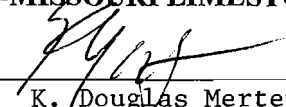
7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality 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 .00 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.

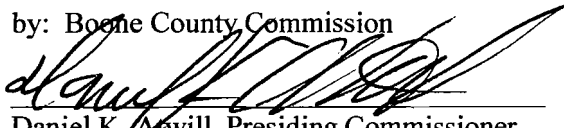
by 
K. Douglas Mertens
title Secretary/Treasurer

address P.O. Box 52
Kingdom City, MO 65262

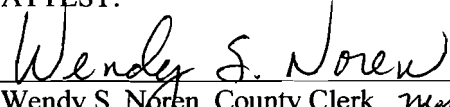
APPROVED AS TO FORM:

County Counselor

BOONE COUNTY, MISSOURI

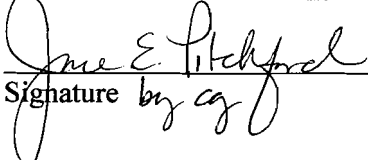
by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

ATTEST:


Wendy S. Noren, County Clerk *my*

AUDITOR CERTIFICATION

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


Signature *by cgy*

3/5/13
Date

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

4. Response Form

- 4.1. Company Name: Mid-Missouri Limestone, Inc. - Millersburg Quarry
- 4.1.1. Contact Name: Douglas Mertens
- 4.1.2. Contact Person's E-mail: dmertens@ktis.net
- 4.2. Address: P.O. Box 52
- 4.3. City/Zip: Kingdom City, MO 65262
- 4.4. Phone Number: (573) 642-1200
- 4.5. Fax Number: (573) 642-9766
- 4.6. Federal Tax ID: 43-1228278
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.7. BASE BID PRICING –Crushed Stone Aggregate - For the Furnishing and Delivery FOB Destination and FOB Plant.

	DESCRIPTION	Unit of Measure Tons APPROXIMATE QTY	UNIT PRICE PER TON
4.7.1.	RSB	50,000	\$ 5.75
4.7.2.	SR1	75,000	\$ 6.70
4.7.3.	SR1.5	50,000	\$ 6.70
4.7.4.	SR2.5	25,000	\$ 6.70
4.7.5.	CR1	50,000	\$ 9.00
4.7.6.	CR1.5	1,000	\$ 8.40
4.7.7.	CR2	500	\$ 8.40
4.7.8.	CR3	1,500	\$ 8.40
4.7.9.	MS	3,500	\$ 9.00
4.7.10.	QR	1,500	\$ 6.45
4.7.11.	GQR	500	\$ 8.85
4.7.12.	SP	500	\$ 8.50
4.7.13.	WR	2,000	\$ 3.00
4.7.14.	GQR6X9	1,500	\$ 9.00
4.7.15.	GQR6X12	1,000	\$ 9.00
4.7.16.	SC.375	1,500	\$ no bid
4.7.17.	SC.5	6,000	\$ no bid
4.7.18.	SP=Spalls	1000	\$ 8.50
4.7.19.	Fill Material	1000	\$ 3.00
4.7.20.	Pugged Rock	1000	\$.50 add-on cost/ton

4.8. CHIP SEAL PRICING – FOB PLANT ONLY

	DESCRIPTION	Unit of Measure Tons APPROXIMATE QTY	UNIT PRICE PER TON
4.8.1.	SC.375	1200	\$ no bid

SC.5	7500	\$ no bid
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4.9. Maximum Percentage Increase for Sections 4.7. and 4.8.

10 % 2nd Year– 1st Renewal Period – January 1, 2014 through December 31, 2014

10 % 3rd Year – 2nd Renewal Period – January 1, 2015 through December 31, 2015

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

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

4.11. Maximum Percentage Increase for Section 4.10.

10 % 2nd Year – 1st Renewal Period – January 1, 2014 through December 31, 2014

10 % 3rd Year – 2nd Renewal Period – January 1, 2015 through December 31, 2015

4.12. Location of Vendor's Plant(s):
Millersburg Quarry

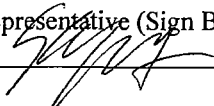
4.13. Will you honor these prices for any new or acquired plant opened during the contract term?
 Yes No

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

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

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

4.16.1. Authorized Representative (Sign By Hand):



4.16.2. Type or Print Signed Name:

K. Douglas Mertens, Secretary/Treasurer

4.16.3. Today's Date: 2/14/13

4. Response Form

- 4.1. Company Name: Mid-Missouri Limestone, Inc. - Riggs Quarry
- 4.1.1. Contact Name: Douglas Mertens
- 4.1.2. Contact Person's E-mail: dmertens@ktis.net
- 4.2. Address: P.O. Box 52
- 4.3. City/Zip: Kingdom City, MO 65262
- 4.4. Phone Number: (573) 642-1200
- 4.5. Fax Number: (573) 642-9766
- 4.6. Federal Tax ID: 43-1228278
- 4.6.1. Corporation
 Partnership - Name _____
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4.7.18.	SP=Spalls	1000	\$ 8.75
4.7.19.	Fill Material	1000	\$ 3.00
4.7.20.	Pugged Rock	1000	\$.50 add-on cost/ton

4.8. CHIP SEAL PRICING – FOB PLANT ONLY

4.8.1.

DESCRIPTION	Unit of Measure Tons APPROXIMATE QTY	UNIT PRICE PER TON
SC.375	1200	\$ 15.00

SC.5	7500	\$ 13.00
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4.9. Maximum Percentage Increase for Sections 4.7. and 4.8.

10 % 2nd Year- 1st Renewal Period – January 1, 2014 through December 31, 2014

10 % 3rd Year – 2nd Renewal Period – January 1, 2015 through December 31, 2015

4.10. **DELIVERY PRICING - for 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.

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4.10.6. 25 - <30	\$5.92	\$5.92	\$5.92	\$5.92	\$5.92	\$6.05	\$6.18	\$6.31	\$6.44
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4.11. Maximum Percentage Increase for Section 4.10.

10 % 2nd Year – 1st Renewal Period – January 1, 2014 through December 31, 2014

10 % 3rd Year – 2nd Renewal Period – January 1, 2015 through December 31, 2015

4.12. Location of Vendor's Plant(s):

Riggs Quarry

4.13. Will you honor these prices for any new or acquired plant opened during the contract term?

Yes No

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

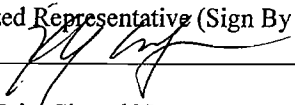
Yes No

4.15. Will you provide the material bid above to Boone County after normal working hours, on weekends, and on holidays, if requested?

Yes No

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

4.16.1. Authorized Representative (Sign By Hand):



4.16.2. Type or Print Signed Name:

K. Douglas Mertens, Secretary/Treasurer

4.16.3. Today's Date: 2/14/13

CERTIFICATION OF INDIVIDUAL BIDDER

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

- ____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- ____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- ____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

N/A

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

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)

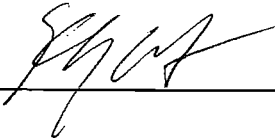
- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department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

Mid-Missouri Limestone, Inc.

K. Douglas Mertens, Secretary/Treasurer

Name and Title of Authorized Representative

Signature



Date

2/14/13



Request for Bid (RFB)

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

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

Bid Data

Bid Number: **08-14FEB13**
Commodity Title: **Crushed Stone Aggregate and Chip Seal Products Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission & Opening Address and Deadline

Day / Date: **Thursday, February 14, 2013**
Time: **1:30 p.m. Central Time (Bids received after this time will be returned unopened)**
Location / Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 109
Columbia, MO 65201

Bid Contents

1.0: Introduction and General Conditions of Bidding
2.0: Primary Specifications
3.0: Response Presentation and Review
4.0: Response Form
Work Authorization Certification
Certification of Individual Bidder
Debarment Form
Attachment A Percent Passing Sieve Sizes
Attachment B Current Rock Specifications
Standard Terms and Conditions
“No Bid” Response Form

1. Introduction and General Conditions of Bidding

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

following order:

- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from **April 1, 2013 through December 31, 2013**, and may be automatically renewed for an **additional two (2) years** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.6.1. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 1.7. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 1.8. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the attached County's standard "boilerplate" Terms and Conditions for Contracts.
- 1.9. **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 States law.

2. **Primary Specifications**

2.1 **ITEMS TO BE PROVIDED** - 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.

2.1.1 **Quantity** - All orders will 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 Contractors for each area will vary according to need within a given area. The County makes no representation or guarantee concerning quantities of rock it will purchase from any Contractor.

2.1.2.1. All potential bidders are encouraged to attend this conference in order to ask questions and provide comments on the Request for Bid. Attendance is not mandatory to submit a response; however, bidders are encouraged to attend since information relating to this RFB will be discussed in detail. Bidders should bring a copy of this RFB since it will be used as the agenda for the pre-bid conference.

2.2 **GENERAL INFORMATION**

2.2.1. Pricing is requested in multiple formats. 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 plant and; 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; 3) Chip Seal Products – F.O.B. Point of Origin (Vendor's Plant). The County will pick up and haul chip seal product from the plant.

2.2.1.1. The County reserves the right to award to more than one (1) supplier. The Boone County Public Works department 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 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 (as determined by Boone County).

2.2.1.2. The County reserves the right at all times to obtain materials from the Bidder submitting the next lowest bid in the event the awarded Contractor is unable to supply and/or haul material when and as needed by the County. Each Bidder submitting a bid agrees it will supply and/or haul crushed stone aggregate at the prices indicated in its bid in the event of such contingency. The County will award a primary contractor for each area and may also award secondary contractors.

2.2.1.3. In order to be considered for award, Bidder **must** bid all crushed stone aggregate described in paragraphs 2.3.2.1 (RSB); 2.3.2.2 (SR1); 2.3.2.3 (SR1.5); 2.3.2.4 (SR2.5); and 2.3.2.6 (CR1). Bidder may be excluded from award if they do not bid all crushed stone aggregate items.

2.2.2 **Delivery Route** – Boone 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 by available internet software such as "mappoint.com" or "mapquest.com," by GIS software, or by odometer. If a vendor has more than one quarry location, service would typically be expected from the closest quarry but delivery may be from another location based on vendor operational efficiencies.

2.2.3. In order for the County to obtain needed rock in place at all locations within Boone County and in the most cost effective manner, the County will be purchasing from the nearest quarry with the best available product.

2.3. **CRUSHED STONE AGGREGATE TECHNICAL SPECIFICATIONS**

2.3.1. Aggregate shall be composed of durable particles of rock. When tested in accordance with AASHTO T96, 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 6 percent.

2.3.1.1. **Deleterious rock and shale - 6.0 percent by weight**

2.3.1.2. **Mud balls - 2.5 percent by weight**

2.3.1.3. **Other foreign materials - 1 percent by weight**

2.3.2. **Descriptions of Abbreviations – also see Attachment A for additional specifications.**

AASHTO T96 Minimum

	Hardness
2.3.2.1. RSB = Roll Stone Base – See Attachment A – Percent Passing Sieve Sizes	60
2.3.2.2. SR1 = 1” Minus Crushed Stone – See Attachment A – Percent Passing Sieve Sizes	45
2.3.2.3. SR1.5 = 1-1/2” Minus Crushed Stone – See Attachment A – Percent Passing Sieve Sizes	45
2.3.2.4. SR2.5 = 2-1/2” Minus Crushed Stone – See Attachment A – Percent Passing Sieve Sizes	45
2.3.2.5. CR1 = 1” Clean Crushed Stone – See Attachment A – Percent Passing Sieve Sizes	45
2.3.2.6. CR1.5 = 1.5” Clean Crushed Stone – See Attachment A – Percent Passing Sieve	45
2.3.2.7. CR2 = 2” Clean Crushed Stone – See Attachment A – Percent Passing Sieve Sizes – ASTM #3	45
2.3.2.8. CR3 = 3” Clean Crushed Stone – See Attachment A – Percent Passing Sieve Sizes	45
2.3.2.9. MS = Manufactured “Stone” Sand - Class D sand as described in section 102.2.3 of the Missouri Standard Specifications for Highway Construction -1996.	60
2.3.2.10. QR = Quarry Run - Quarry run, RipRap or Shot Rock – Accepted upon visual inspection.	60
2.3.2.11. GQR = Graded Quarry Run - Same as QR except stones are of a uniform size, 9”to 15” stones are acceptable.	60
2.3.2.12. GQR6x9 = Graded Quarry Run 6” x 9” – See Attachment A – Percent Passing Sieve Sizes	60
2.3.2.13. GQR6x12 = Graded Quarry Run 6”x 12” – See Attachment A – Percent Passing Sieve Sizes	60
2.3.2.14. SP = Spalls - 3”x 8” accepted upon visual inspection.	60
2.3.2.15. WR = Waste Rock - By-products of the crushing process, accepted upon visual inspection.	60
2.3.2.16. Fill Material (Stripping from quarry)	
2.3.2.17. Pugged Rock (“water added” to one of other rock types specified herein as requested by Boone County)	
2.4. CHIP SEAL PRODUCT TECHNICAL SPECIFICATIONS	
2.4.1. SC.375 = 3/8” Seal Coat Chips – See Attachment A – Percent Passing Sieve Sizes	30
2.4.2. SC.5 = ½” Seal Coat Chips – See Attachment A – Percent Passing Sieve Sizes	30

2.4.2.1. **CHIP SEAL SPECIFICATIONS:**

2.4.2.2. 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.

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

2.5. **CRUSHED STONE AGGREGATE TESTING REQUIREMENTS**

2.5.1. 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.

2.5.2. Material, which fails to comply with specifications, shall not be sold to the County. If material is 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 50% per unit price bid herein for every ton of deficient material. If material is taken to job site, rejected and return requested prior to being laid, County will not pay for any of it.

2.5.3. The Boone County Public Works, Road Maintenance Operations Manager, or his authorized representative, shall determine the extent and volume of deficient material and notify the contractor of deficiencies.

2.5.4. When material is found deficient and the contractor cannot supply the required material per bid specifications, the County reserves the right to procure material from the next lowest Contractor.

- 2.6. **Billing Code** – The Billing Code 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. **Invoicing** – The County desires to receive one weekly invoice that itemizes the job site areas and provides supporting detail for each load that is delivered or picked-up in addition to receiving a monthly statement. The County prefers **computerized billing**.
- 2.7.1. **Payment** – Payments will be made within thirty (30) days of receipt of a correct monthly statement. Invoices and monthly statement shall be submitted to the ordering department: Boone County Public Works, 5551 Highway 63 South, Columbia, MO 65201 or Facilities Maintenance, 601 E. Walnut, Room 205, Columbia, MO 65201
- 2.8. **DESIGNEE** – Boone County Public Works Department, Chet Dunn, Road Maintenance Operations Manager, 5551 Highway 63 South, Columbia, Missouri 65201. Facilities Maintenance, Bob Davidson, Facilities Maintenance Manager, 601 E. Walnut, Room 205, Columbia, MO 65201
- 2.8.1. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed in writing to Amy Robbins, Senior Buyer, 613 E. Ash Street, Room 109, Columbia, Missouri 65201 or by faxing to (573) 886-4390 or e-mail: arobbins@boonecountymmo.org. Telephone: (573) 886-4392.
- 2.9. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, 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.
- 2.9.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.9.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them 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 \$2,000,000.00 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 Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverage. Should any work be subcontracted, these limits will also apply.

- 2.9.3. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this

contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

- 2.9.4. **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 requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.10. **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.
- 2.11. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062.

3. Response Presentation and Review

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

Attachment A

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				
SR1.5				100		65-95			35-65			15-30			10-15
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						
GQR6X 9															
GQR6															

- * indicates maximum permitted
- (a) plasticity index (0-6)
- (b) plasticity index (4-12)
- GQR6X9 and GQR6 per Section 2.4.2.12. and 2.4.2.13.:

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.

ATTACHMENT B

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 Cpec.	Boone County	Yes
SR2.5	2-1/2" Surface	Custom Spec.	Boone County	Yes
CR 1	1" Clean	#57	ASTM	Yes
CR 1.5	1.5" Clean	#4	ASTM	Yes
CR2	2" Clean	#3	ASTM	Yes
CR3	3" Clean	#2	ASTM	Yes
SC .375	3/8" Chips	1003.2.2	MoDOT - 2004	None
SC .5	1/2" Chips	1003.2.2.	MoDOT - 2004	None

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

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

MID-MISSOURI LIMESTONE, INC
DUNS: 148003973 CAGE Code: 37R82
Status: Active

5660 OLD US 40 E
KINGDOM CITY, MO, 65262-0052,
UNITED STATES

Entity Overview

Entity Information

DUNS: 148003973
Name: MID-MISSOURI LIMESTONE, INC
Business Type: Business or Organization
POC Name: None Specified
Registration Status: Active
Expiration Date: 09/18/2013

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.722.20130215-1545

WWW4

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



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the 7th day of March 20 13

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

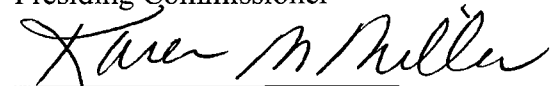
Now on this day the County Commission of the County of Boone does hereby approve an expenditure in the amount of \$2,522.00 to Air Systems, LLC to be paid from the Capital Expenditures subsidy, appropriation account 2120-9220, within the Fairgrounds Maintenance Fund for repairs to Hydro Temp Unit #3, Hydro Temp Unit #4, South Restroom Furnace Unit and SE Arena Radiant Heater. It is further ordered the Presiding Commissioner sign the attached Proposal.

Done this 7th day of March, 2013

ATTEST:

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


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner



Air Systems, LLC
Commercial & Industrial
Air Conditioning & Heating
1208 Jefferson St.
Columbia, MO 65203

Proposal

Phone: (573) 817-0700
Fax: (573) 443-1688

Website: www.airsystemsllc.com

Date: 2/21/2013

Location: Central Missouri Events Center – Boone County Fair Grounds

Job Name: January Inspection Repair Results

Contact: Boone County Commission

Air Systems, LLC is pleased to provide the following services for your consideration:

During the regularly scheduled operations inspection the following items were identified and repairs are required in order for the equipment to operate correctly:

Hydro Temp Unit #3 Circuit #2:

Refrigerant leak on discharge line service stem weld

1. Need to recover the refrigerant charge that is left and store for reuse
2. Re-weld the stem back in
3. Charge the circuit with nitrogen and pressure check the circuit for more leaks
4. Pull a vacuum on the circuit and charge with recovered refrigerant
5. Top off circuit with new R-22 refrigerant as needed (Billed in addition to proposal amount)

Compressor Time Delay (to prevent short cycling) not functioning

1. Unwire existing time delay and replace with new time delay
2. Start unit and check repairs for proper operation

Hydro Temp Unit #4

Floor loop pump motor shorted to ground and locked up the pump – logged into the Teletrol automation system and placed unit in Air to Air Only heating mode.

1. Remove pump motor and disassemble pump
2. Re-assemble pump with new mechanical seal, o-ring, sling washer
3. Install new pump motor and mount the pump assembly
4. Log into Teletrol system and put the system into Floor Loop Heat Mode
5. Start unit and ensure proper operation of pump and unit

South Restroom Furnace Air Handler Unit

Blower Motor bearings loose causing vibration and noise

1. Remove existing motor and replace with new motor
2. Start unit and ensure proper operation



Air Systems, LLC
 Commercial & Industrial
 Air Conditioning & Heating
 1208 Jefferson St.
 Columbia, MO 65203

Proposal

Phone: (573) 817-0700
 Fax: (573) 443-1688

Website: www.airsystemsllc.com

SW Arena Radiant Heater

Heater not operating – gas regulator valve is not resetting consistently

1. Turn off gas supply to unit
2. Remove existing gas regulator and install new regulator
3. Turn on gas to unit and check for proper operation

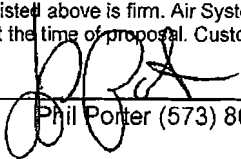
Notes:

- Freight is included in this proposal.
- Additional R-22 refrigerant required will be billed in addition to this proposal at \$18/Lb for the amount used.

We propose to furnish pricing to complete the above in accordance with the above mentioned specifications for the sum of: **\$2,522.00** TERMS: **Net 30 days**

All quotations are subject to applicable state and local taxes at time work is completed; such taxes are not included in this quote.

Price quoted for the work listed above is firm. Air Systems, LLC reserves the right to revise this quote as the work progresses and we acquire knowledge not available at the time of proposal. Customer will be advised at the time of any change before work progresses.

Signature: 
 Phil Porter (573) 808-0182

Date: 2-21-13

ACCEPTANCE OF PROPOSAL:

Authorized Signature: 

Date: 3-7-13

The above price, specification and quote conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

This proposal may be withdrawn by us if not accepted within 30 days; pricing is only good for 30 days from proposal date.

All accounts are due within 30 days of the invoiced date. Any account overdue will be subject to a finance charge of 1 ½% per month on the unpaid balance.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the 7th day of March 20 13

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

Now on this day the County Commission of the County of Boone does hereby reappoint the following:

Name	Board	Period
Josh Campbell	Building Code Commission	March 1, 2013 through March 1, 2015

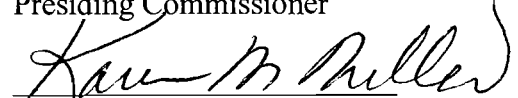
Done this 7th day of March, 2013.

ATTEST:

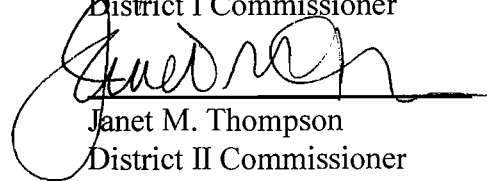
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Dan Atwill, Presiding Commissioner
Karen M. Miller, District I Commissioner
Janet Thompson, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 333
Columbia, MO 65201
573-886-4305 • FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Building Code Commission Term: 2/11/2013

Current Township: Columbia Today's Date: 2/11/2013

Name: Josh Campbell

Home Address: 4404 W. Rockhampton Cir Zip Code: 65203

Business Address: _____ Zip Code: 65203

Home Phone: 3146510214 Work Phone: 3146510214
Fax: _____ E-mail: josh@campbelllegalservices.com

Qualifications: J.D., Urban land use and environmental law emphasis, two years on BCC,
work in energy field.

Past Community Service: BCC member, Volunteer Our Lady of Lourdes Parish Council,

References: _____

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the 7th day of March 20 13

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

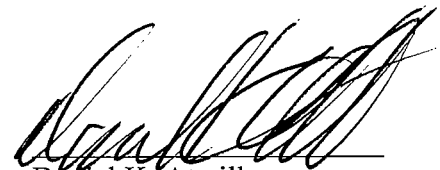
Now on this day the County Commission of the County of Boone does hereby reappoint the following:

Name	Board	Period
Carl Freiling	Planning & Zoning	March 1, 2013 through March 1, 2017

Done this 7th day of March, 2013.

ATTEST:

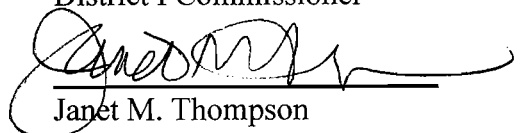
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

..., Planning Commissioner
Karen M. Miller, District I Commissioner
Janet Thompson, District II Commissioner



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Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: PLANNING & ZONING Term: _____

Current Township: CEDAR Today's Date: 2-7-13

Name: CARL FREILING

Home Address: 17300 S. BURNETT SCHOOL RD Zip Code: 65210
PO BOX 319 ASHLAND

Business Address: 129 E. BROADWAY, ASHLAND Zip Code: 65010

Home Phone: _____ Work Phone: 573-268-7212

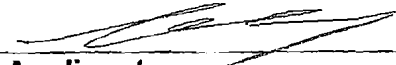
Fax: 573-657-0326 E-mail: carl.freiling@gmail.com

Qualifications: 37 YEARS REALTOR

Past Community Service: P&Z

References: _____

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.



Applicant
Signature

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Fax: 573-886-4311

CERTIFIED COPY OF ORDER

March Session of the January Adjourned

Term. 20 13

STATE OF MISSOURI }
County of Boone } ea.

In the County Commission of said county, on the 7th day of March 20 13

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

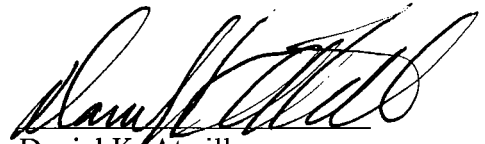
Now on this day the County Commission of the County of Boone does hereby reappoint the following:

Name	Board	Period
Jessica Kempt	Board of Equalization	October 17, 2012 through October 17, 2016

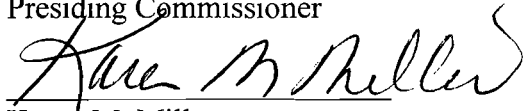
Done this 7th day of March, 2013.

ATTEST:

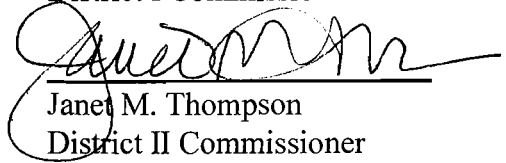
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Dan Atwill, Presiding Commissioner
Karen M. Miller, District I Commissioner
Janet Thompson, District II Commissioner



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E-mail: commission@boonecountymmo.org

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Board of Equalization Term: _____

Current Township: _____ Today's Date: 3/5/13

Name: Jessica Kempf

Home Address: 9351 E Mt Zion Church Rd, Hillsville Zip Code: 65255

Business Address: 1402 Hathman Pl, Columbia Zip Code: 65201

Home Phone: 573-696-1550

Work Phone: 573-673-5152

Fax: 573-442-6737

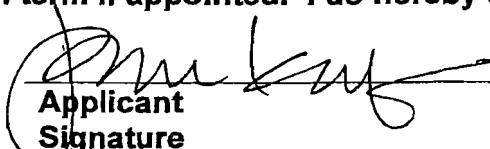
E-mail: jessica@craneandcrane.com

Qualifications: Served previously, Realtor for 7 years

Past Community Service: Columbia Board of Realtors - President 2013,
Chamber member, request additional sheet for previous activities

References: Lee Terry Russell, 446-2400; Beclay Sterling 268-3760

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.


Applicant
Signature

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Columbia, MO 65201
Fax: 573-886-4311

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the 7th day of March 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the organizational use of the Boone County Chambers by Bobby Schembre to meet and discuss Columbia's art scene on April 16, 2013 from 6pm to 9pm. It is further ordered the Presiding Commissioner is hereby authorized to sign the attached Application for Organizational Use.

Done this 7th day of March, 2013.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Daniel K. Atwill, Presiding Commissioner
Karen M. Miller, District I Commissioner
Janet M. Thompson, District II Commissioner



Roger B. Wilson
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Grounds and/or Roger B. Wilson Government Center or Centralia Satellite Office as follows:

Description of Use: **We intend to use the Chambers Room as a place to meet and discuss Columbia's art scene and how we can help improve it and learn more about it. We will also use the room to gather and fraternize around our common love of Music and Art.**

Date(s) of Use **4/16/13**

Time of Use: From: **6:00** **PM** thru **9:00** **PM**

Facility requested: Courthouse Grounds - Courtyard Plaza - **Chambers** - Rm301 - Rm306 - Rm311 - Rm332
Centralia Clinic

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

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

Name of Organization/Person: **Bobby Schembre (unofficial group unnamed)**

Organization Representative/Title: **Bobby Schembre (Group leader)**

Address: 506 West Blvd. N Columbia MO 65203

Phone Number: 573-864-5031

Date of Application: 3/5/13

Email Address: bobbyschembre@gmail.com

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

ATTEST:

Wendy S. Noren
County Clerk

DATE: 3-7-13

BOONE COUNTY, MISSOURI

[Signature]
County Commissioner