

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 26<sup>th</sup> day of January 20 12

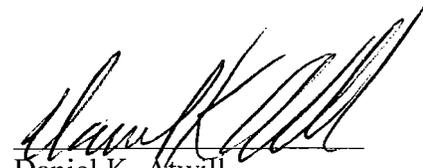
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 58-20DEC11 – Janitorial Products Term and Supply to Smith Paper and Janitor Supply. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 26<sup>th</sup> day of January, 2012.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner

Absent \_\_\_\_\_  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Tyson Boldan**  
Buyer



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Tyson Boldan, Buyer  
DATE: January 18, 2012  
RE: 58-20DEC11 – Janitorial Products Term and Supply

The Bid for Janitorial Products Term and Supply closed on December 20, 2011. Twelve bid responses were received. Purchasing, Public Works, and Facilities Maintenance recommend award to Smith Paper and Janitor Supply, for offering the lowest and best bid for Boone County.

This is a term and supply contract and will be paid from departments 6101 – House Keeping, 2040 – PW – Maintenance Operations, accounts 1256 – Sheriff/Corrections HK/Maintenance, 23031 – PW- Maintenance Operations Custodial Supplies, and 23050 – Other Supplies.

Attached is the Bid Tabulation for your review.

cc: Contract File  
Greg Edington, Public Works  
Bob Davidson, Facilities Maintenance  
Chad Martin, Sheriff Department

# Boone County Purchasing

Tyson Boldan,  
Buyer



613 E. Ash, Rm. 109  
Columbia, MO 65201  
(573) 886-4392  
(573) 886-4390

---

TO: Greg Edington  
Public Works

FROM: Tyson Boldan,  
Buyer

DATE: November 30, 2011

RE: Bid Award Recommendation – 58-20DEC11 – Janitorial Products Term and Supply

Attached is the bid tabulation for the twelve bid response was received for the above referenced bid. Please return this cover sheet with your recommendation by fax to 886-4390 after you have completed the evaluation of this bid. If you have any questions, please call or e-mail me.

**DEPARTMENT REPLY:**

Please complete the following:

Department Number: 2046

Account Number: 23031

Budgeted: \$ 1,800

Award Bid by low over all to Smith Paper and Janitor Supply.

Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).

Recommend rejecting bid for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature: \_\_\_\_\_

Date: 12/27/11

FYI: actual Qty comparison SPJS = \$1588.75\*  
vs AMSAN = \$1940.41

<- vacuum bags >

# Boone County Purchasing

Tyson Boldan,  
Buyer



613 E. Ash, Rm. 109  
Columbia, MO 65201  
(573) 886-4392  
(573) 886-4390

---

TO: Bob Davidson  
Facilities Maintenance

FROM: Tyson Boldan,  
Buyer

DATE: November 30, 2011

RE: Bid Award Recommendation – 58-20DEC11 – Janitorial Products Term and Supply

Attached is the bid tabulation for the twelve bid response was received for the above referenced bid. Please return this cover sheet with your recommendation by **fax to 886-4390** after you have completed the evaluation of this bid. If you have any questions, please call or e-mail me.

**DEPARTMENT REPLY:**

**Please complete the following:**

**Department Number:** 6101

**Account Number:** 23050

**Budgeted:** \$ 29,900.<sup>00</sup>

**Award Bid by low over all to Smith Paper and Janitor Supply.**

**Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).**

**Recommend rejecting bid for reasons detailed on attached page. (Attach department recommendation).**

Administrative Authority Signature: \_\_\_\_\_

Date: 12-23-11

58-20DEC11 - Janitorial  
Supplies - Term & Supplies

BID TABULATION

4.4 JANITORIAL PRODUCTS STANDARD LIST		Premier		Smith Paper & Janitor Supply		Qual Corporation		AMSAN		Pymind School Products		Hilgard Floor Care Supply		Intertoro Packaging Corporation		Central Poly Corp		All American Poly							
		Unit Price	Case Price	Unit Price	Case Price	Unit Price	Case Price	Unit Price	Case Price	Unit Price	Case Price	Unit Price	Case Price	Unit Price	Case Price	Unit Price	Case Price	Unit Price	Case Price	Unit Price	Case Price	Unit Price	Case Price	Unit Price	Case Price
4.8.1	Degreaser Cleaner - 409 or Equivalent, Spray Bottle Manufacturer: _____ Product Size: _____ Units Per Case: _____	\$3.40	\$40.80	\$2.01	\$24.36	\$3.09	\$37.08	\$2.66	\$33.78	\$3.05	\$36.60	\$3.65	\$45.80												
4.8.2	Degreaser Refill - 409 or Equivalent Manufacturer: _____ Product Size: _____ Units Per Case: _____	\$5.20	\$20.80		\$42.04	\$9.16	\$36.64	\$8.20	\$32.80	\$15.99	\$63.96	\$11.30	\$45.20												
4.8.3	All Purpose Cleaner - 409 or Equivalent, Spray Bottle Manufacturer: _____ Product Size: _____ Units Per Case: _____	\$2.34	\$28.08	\$2.03	\$24.36	\$2.40	\$24.00	\$2.66	\$33.78	\$3.18	\$38.16	\$3.94	\$47.28												
4.8.4	All Purpose Cleaner Refill - 409 or Equivalent Manufacturer: _____ Product Size: _____ Units Per Case: _____	\$4.50	\$18.00	\$10.51	\$42.04	\$10.57	\$42.28	\$8.20	\$32.80	\$12.95	\$51.80	\$11.31	\$45.24												
4.8.5	Disinfectant Cleaner - Spray Bottle Manufacturer: _____ Product Size: _____ Units Per Case: _____	\$2.82	\$33.84	\$2.19	\$26.28	\$3.33	\$29.97	\$2.33	\$27.96			\$3.87	\$48.84												
4.8.6	Disinfectant Cleaner Refill Manufacturer: _____ Product Size: _____ Units Per Case: _____	\$8.88	\$35.52	\$8.70	\$34.80	\$7.24	\$28.96	\$4.55	\$18.20																
4.8.7	Tablet Bowl Cleaner - Acid Base, Squeeze Bottle Manufacturer: _____ Product Size: _____ Units Per Case: _____	\$1.82	\$21.84	\$1.48	\$17.76	\$2.08	\$24.96	\$1.99	\$23.88			\$2.74	\$32.88												
4.8.8	Tablet Bowl Cleaner - Non-Acid Base, Squeeze Bottle Manufacturer: _____ Product Size: _____ Units Per Case: _____	\$1.78	\$21.36	\$1.01	\$12.12	\$3.18	\$25.44	\$1.99	\$23.88			\$2.30	\$27.60												
4.8.9	Restroom Cleaner - Comet or Equivalent, Spray Bottle Manufacturer: _____ Product Size: _____ Units Per Case: _____			\$1.39	\$33.36	\$5.12	\$41.04	\$1.98	\$23.76			\$4.49	\$53.88												
4.8.10	Disinfectant Spray - Lysol or Equivalent, Various Sizes Manufacturer: _____ Product Size: _____ Units Per Case: _____	\$3.68	\$46.16	\$2.96	\$37.28	\$5.57	\$69.00	\$2.98	\$37.76	\$2.35	\$29.32	\$3.45	\$41.40												
4.8.11	Aerated Floorcare Polish - Pledge or Equivalent Manufacturer: _____ Product Size: _____ Units Per Case: _____			\$3.15	\$37.80	\$5.94	\$75.24	\$3.10	\$37.20	\$2.45	\$29.04	\$3.61	\$43.32												
4.8.12	Aerated Air Freshener - At Least Three(3) Different Scents Manufacturer: _____ Product Size: _____ Units Per Case: _____	\$4.07	\$48.84	\$5.97	\$71.64	\$3.82	\$47.80	\$3.65	\$45.80	\$2.44	\$29.28	\$3.91	\$46.92												
4.8.13	Air Freshener - Cinnamon Hilgard HILLH97554 or Equivalent Manufacturer: _____ Product Size: _____ Units Per Case: _____	\$4.80	\$57.60	\$4.10	\$49.20	\$2.76	\$33.12	\$2.74	\$34.88			\$4.07	\$48.84												
4.8.14	Glass Cleaner - Trigger Spray Bottle Manufacturer: _____ Product Size: _____ Units Per Case: _____	\$1.90	\$23.88	\$1.62	\$19.44	\$3.99	\$47.88	\$2.18	\$26.16			\$3.22	\$38.64												
4.8.15	Glass Cleaner Refill Manufacturer: _____ Product Size: _____ Units Per Case: _____	\$3.87	\$46.44	\$5.68	\$70.08	\$10.06	\$120.72	\$6.28	\$75.36			\$7.34	\$88.08												
4.8.16	Plastic Spray Bottle - With Trigger Manufacturer: _____ Product Size: _____ Units Per Case: _____			\$1.18	\$59.00	\$3.78	\$47.76	\$1.93	\$23.16	\$0.71	\$8.52	\$0.00	\$0.00												
4.8.17	Aerated Stainless Steel Cleaner - Oil Base Manufacturer: _____ Product Size: _____ Units Per Case: _____	\$4.52	\$54.24	\$3.92	\$47.04			\$4.99	\$59.88	\$2.47	\$29.64	\$4.16	\$49.92												
4.8.18	Aerated Stainless Steel Cleaner - Water Base Manufacturer: _____ Product Size: _____ Units Per Case: _____	\$3.56	\$42.72	\$4.48	\$53.76			\$4.89	\$58.68	\$3.29	\$39.48	\$3.29	\$39.48												
4.8.19	Block Manufacturer: _____ Product Size: _____ Units Per Case: _____	\$3.49	\$41.88	\$1.60	\$19.20	\$2.55	\$31.80	\$1.03	\$12.36	\$2.16	\$25.92	\$2.48	\$30.24												
4.8.20	Carpet Stain Remover - Spray Bottle Manufacturer: _____ Product Size: _____ Units Per Case: _____	\$4.22	\$50.64	\$2.14	\$25.68	\$5.25	\$63.00	\$3.35	\$40.20			\$4.78	\$57.36												
4.8.21	Carpet Shampoo for Carpet Cleaning Machines Manufacturer: _____ Product Size: _____ Units Per Case: _____	\$12.18	\$48.72	\$7.53	\$30.12			\$10.47	\$41.88			\$14.82	\$59.28												
4.8.22	Floor Wax Manufacturer: _____ Product Size: _____ Units Per Case: _____	\$12.19	\$48.76	\$27.53	\$32.53			\$48.72	\$48.72			\$12.02	\$48.08												
4.8.23	Floor Stripper Manufacturer: _____ Product Size: _____ Units Per Case: _____	\$6.35	\$25.40	\$4.34	\$45.34	\$29.80	\$29.80	\$43.65	\$43.65			\$8.24	\$49.92												
4.8.24	Gels Foam Soap - Hand It Gels Foam Soap Dispenser Manufacturer: _____ Product Size: _____ Units Per Case: _____		\$61.30	\$6.72	\$40.32	\$11.64	\$11.64	\$14.83	\$44.52	\$25.99	\$77.97														
4.8.25	Liquid Hand Soap Refill - Lotion and Anti-Bacterial Manufacturer: _____ Product Size: _____ Units Per Case: _____		\$58.94	\$9.49	\$37.96	SEB BID	\$10.99	\$43.99			\$9.71	\$38.84													
4.8.26	Hand Soap - D.G.A. plus Antimicrobial Soap, Hilgard HILL 121703 or Equivalent Manufacturer: _____ Product Size: _____ Units Per Case: _____			\$6.92	\$40.32			\$7.29	\$58.32			\$7.36													
4.8.28	Trash Bags - Roll, Clear, 7-10 Gallon, Size 24x24 Manufacturer: _____ Product Size: _____ Units Per Case: _____	\$18.78	\$9.02	\$15.65	\$14.07	\$14.07	\$0.0232	\$23.20			\$17.50	\$19.4800	\$19.4800	\$15.34	\$15.34	\$13.3200	\$13.3200	\$12.9200	\$12.9200	\$0.0124	\$12.40			\$17.83	
4.8.29	Trash Bags - Roll, Clear, Heavy Duty to Extra Heavy Duty 20-30 Gallon, approximate size 30x37-10 Gallon, Size 24x24 Manufacturer: _____ Product Size: _____ Units Per Case: _____	\$27.28	\$9.05	\$26.99	\$10.61	\$10.61	\$0.1264	\$21.98			\$25.90	\$18.7400	\$18.7400	\$14.98	\$14.98	\$11.8200	\$11.8200	\$8.3200	\$8.3200	\$0.0516	\$12.90			\$14.03	
4.8.30	Trash Bags - Roll, Extra Heavy Duty, 50 Gallon or Larger, approximate size 42x48 Manufacturer: _____ Product Size: _____ Units Per Case: _____		\$28.92	\$0.01	\$24.33	\$20.94	\$0.2044	\$25.26			\$23.94	\$21.8400	\$21.8400	\$21.48	\$21.48	\$16.9800	\$16.9800	\$14.4800	\$14.4800	\$0.096	\$19.20			\$11.73	
4.8.30	Trash Bags - Roll, Extra Heavy Duty, 50 Gallon, Old Door, Black Manufacturer: _____ Product Size: _____ Units Per Case: _____		\$31.55	\$0.01	\$27.06	\$20.92	\$0.2604	\$19.95			\$25.51	\$25.8200	\$25.8200	\$20.48	\$20.48	\$16.9800	\$16.9800	\$14.4800	\$14.4800	\$0.148	\$14.80			\$16.91	



**PURCHASE AGREEMENT  
FOR  
JANITORIAL PRODUCTS TERM AND SUPPLY**

**THIS AGREEMENT** dated the 26 day of January 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Smith Paper and Janitor Supply**, 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 **Janitorial Products Term and Supply**, County of Boone Request for Bid number **58-20DEC11**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated **December 19, 2011** and executed by **Mike Duncan**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on the **date of award** and extend through **December 31, 2012** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **four (4) additional one year periods** subject to the pricing clauses in the contractor's RFB response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to on the Response Form, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

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

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

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

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

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

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

**SMITH PAPER AND JANITORIAL SUPPLY**

by *Mike Pinner*  
 title ACCOUNT REPRESENTATIVE  
 address 1410 S BUS 54  
ELDON MO 65026

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
*Daniel K. Atwill*  
 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

*J. Johnson*  
 County Counselor

ATTEST:

*Wendy S. Noren cc*  
 Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

*James E. Pitchford*  
 Signature *by cjp*

6101/2040/23031/23050 Term/Supply  
 1256  
1/18/12 No Encumbrance Required  
 Date Appropriation Account

4. **Response Form**

- 4.1. Company Name: SMITH PAPER & JANITOR SUPPLY
- 4.2. Address: 1410 Bus 54
- 4.3. City/Zip: ELDON MO 65026
- 4.4. Phone Number: 573-392-3350
- 4.5. Fax Number: 573-392-7711
- 4.6. E-Mail Address: MIKE@SMITHPAPER.COM
- 4.7. Federal Tax ID: 43-1232970
- 4.7.1.  Corporation  
 Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

**PRICING**

**4.8. JANITORIAL PRODUCTS STANDARD LIST**

	Unit Price	Case Price
4.8.1. Degreaser Cleaner – 409 or Equivalent, Spray Bottle Manufacturer: <u>SPARTAN</u> Product Size: <u>QUART</u> Units Per Case: <u>12</u>	\$ 2.03	\$ 24.36
4.8.2. Degreaser Refill – 409 or Equivalent Manufacturer: <u>SPARTAN</u> Product Size: <u>1 Gallon</u> Units Per Case: <u>4</u>	\$ 10.51	\$ 42.04
4.8.3. All Purpose Cleaner – 409 or Equivalent, Spray Bottle Manufacturer: <u>SPARTAN</u> Product Size: <u>QUART</u> Units Per Case: <u>12</u>	\$ 2.03	\$ 24.36
4.8.4. All Purpose Cleaner Refill – 409 or Equivalent Manufacturer: <u>SPARTAN</u> Product Size: <u>1 Gallon</u> Units Per Case: <u>4</u>	\$ 10.51	\$ 42.04
4.8.5. Disinfectant Cleaner – Spray Bottle Manufacturer: <u>SPARTAN</u> Product Size: <u>QUART</u> Units Per Case: <u>12</u>	\$ 2.19	\$ 26.28

		Unit Price	Case Price
4.8.6.	<b>Disinfectant Cleaner Refill</b>	\$ 8.70	\$ 34.80
	Manufacturer: SPALTAN		
	Product Size: 1-Gallon		
	Units Per Case: 4		
4.8.7.	<b>Toilet Bowl Cleaner – Acid Base, Squeeze Bottle</b>	\$ 1.48	\$ 17.76
	Manufacturer: CENTRAZ		
	Product Size: QUART		
	Units Per Case: 12		
4.8.8.	<b>Toilet Bowl Cleaner – Non-Acid Base, Squeeze Bottle</b>	\$ 1.01	\$ 12.12
	Manufacturer: CENTRAZ		
	Product Size: QUART		
	Units Per Case: 12		
4.8.9.	<b>Bathroom Cleaner – Comet or Equivalent, Spray Bottle</b>	\$ 1.39	\$ 33.36
	Manufacturer: COMET		
	Product Size: 21 oz		
	Units Per Case: 24		
4.8.10.	<b>Disinfectant Spray – Lysol or Equivalent, Various Scents</b>	\$ 2.69	\$ 32.28
	Manufacturer: CHASE		
	Product Size: <del>16.5 oz</del> 16.5 oz		
	Units Per Case: 12		
4.8.11.	<b>Aerosol Furniture Polish – Pledge or Equivalent</b>	\$ 3.15	\$ 37.80
	Manufacturer: CHASE		
	Product Size: 20 oz		
	Units Per Case: 12		
4.8.12.	<b>Aerosol Air Freshener – At Least Three(3) Different Scents</b>	\$ 5.97	\$ 71.64
	Manufacturer: CHASE		
	Product Size: 20 oz		
	Units Per Case: 12		
4.8.13.	<b>Air Freshener – Cinnamon Hillyard HIL0107554 or Equivalent</b>	\$ 4.10	\$ 49.20
	Manufacturer: CHASE		
	Product Size: 7 oz		
	Units Per Case: 12		
4.8.14.	<b>Glass Cleaner – Trigger Spray Bottle</b>	\$ 1.62	\$ 19.44
	Manufacturer: CENTRAZ		
	Product Size: QUART		
	Units Per Case: 12		

	Case Price	Unit Price	
4.8.15. Glass Cleaner Refill	\$ 22.60	\$ 6.65	Manufacturer: SPARTAN Product Size: 1 gallon Units Per Case: 4
4.8.16. Plastic Spray Bottle - With Trigger	\$ 59.00	\$ 1.18	Manufacturer: Centimeter Product Size: 1 Units Per Case: 50
4.8.17. Aerosol Stainless Steel Cleaner - Oil Base	\$ 35.04	\$ 2.92	Manufacturer: CLASS Product Size: 18 oz Units Per Case: 12
4.8.18. Aerosol Stainless Steel Cleaner - Water Base	\$ 53.76	\$ 4.48	Manufacturer: CLASS Product Size: 18 oz Units Per Case: 12
4.8.19. Bleach	\$ 9.60	\$ 1.60	Manufacturer: Always Save Product Size: 96 oz Units Per Case: 6
4.8.20. Carpet Stain Remover - Spray Bottle	\$ 25.68	\$ 2.14	Manufacturer: SPARTAN Product Size: QUART Units Per Case: 12
4.8.21. Carpet Shampoo for Carpet Cleaning Machines	\$ 30.15	\$ 7.53	Manufacturer: SPARTAN Product Size: 1 Gallon Units Per Case: 4
4.8.22. Floor Wax	\$ 52.53	\$ 52.53	Manufacturer: SPARTAN Product Size: 5 Gallon Pint Units Per Case: 1
4.8.23. Floor Stripper	\$ 45.34	\$ 45.34	Manufacturer: SPARTAN Product Size: 5 Gallon Pint Units Per Case: 1

4.8.24.	Gojo Foam Soap – Must fit Gojo Foam Soap Dispenser	\$ 6.72	\$ 40.32
	Manufacturer: KUTOL		
	Product Size: 1250 ml 1000 ML		
	Units Per Case: 6	FREE DISPENSER - REQUIRED	
4.8.25.	Liquid Hand Soap Refill – Lotion and Anti-Bacterial	\$ 9.49	\$ 37.96
	Manufacturer: CENTRA2		
	Product Size: 1 GALLON		
	Units Per Case: 4		
		Unit Price	Case Price
4.8.26.	Hand Soap – D.G.A. plus Antimicrobial Soap, Hillyard HIL121703 or Equivalent	\$ 6.72	\$ 40.32
	Manufacturer: KUTOL		
	Product Size: 1000ML	FREE DISPENSERS - REQUIRED	
	Units Per Case: 6		
4.8.27.	Trash Bags – Roll, Clear, 7-10 Gallon, Size 24x24	\$ <del>0.09565</del>	15.65
	Manufacturer: PITT		
	Product Size: 24X24		
	Units Per Case: 1M		
4.8.28.	Trash Bags – Roll, Clear, Heavy Duty to Extra Heavy Duty 20-30 Gallon, approximate size 30x37	\$ .0540	\$ 26.99
	Manufacturer: PITT		
	Product Size: 30X37		
	Units Per Case: 500		
4.8.29.	Trash Bags – Roll, Extra Heavy Duty, 50 Gallon or Larger, approximate size 43x48	\$ .01217	\$ 24.33
	Manufacturer: PITT		
	Product Size: 43X48		
	Units Per Case: 200		
4.8.30.	Trash Bags – Roll, Extra Heavy Duty, 50 Gallon, Out Door, Black	\$ .0271	\$ 27.06
	Manufacturer: PITT		
	Product Size: 43X47		
	Units Per Case: 100		
4.8.31.	Mop Heads – Cut End and Loop End, All Sizes	\$ 5.65	\$ 67.80
	Manufacturer: ZEPHYR		
	Product Size: 12-32 OZ.		
	Units Per Case: 12		
4.8.32.	Vinyl Gloves – All Sizes	\$ .0392	\$ 39.24

Manufacturer: CORDOVA

Product Size: S-XLG

Units Per Case: 1000

4.8.33. Jersey Type Cotton Gloves - All Sizes

\$ .62

\$ 15.50

Manufacturer: CORDOVA

Product Size: Std

Units Per Case: 25 pr.

4.8.34. Powder Free Latex Gloves - All Sizes

\$ .0695

\$ 69.48

Manufacturer: CORDOVA

Product Size: S-XLG

Units Per Case: 1000

**ALTERNATES**

4.8.35. Electrolux Vacuum Bags

\$ N-B

\$

Manufacturer:

Product Size:

Units Per Case:

4.8.36. Windsor Vacuum Bags

\$ N-B

\$

Manufacturer:

Product Size:

Units Per Case:

4.8.37. Filters for Windsor Back-Pack Vacuum

\$ N-B

\$

Manufacturer:

Product Size:

Units Per Case:

4.8.38. Micro Fiber Cloths

\$ 1.74

\$ 20.88

Manufacturer: ZEPHYR

Product Size: 1

Units Per Case: 12

4.8.39. Toilet Bowl Mops - Not Brush Type

\$ 89

\$ 22.25

Manufacturer: SPARTAN

Product Size: 1

Units Per Case: 25

**PAPER PRODUCTS****CASE PRICE**

4.8.40. Toilet Tissue per Section 2.5.1.

\$ 37.54

Manufacturer: GEORGIA PACIFIC

Sheet Size: 4X4.05

Sheets Per Roll: 550

Rolls Per Case: 80

Sheets Per Case: 44000

4.8.41. Paper Towels per Section 2.5.2.

\$ 21.30

Manufacturer: CASCADE

Sheet Size: 9X11

Sheets Per Roll: 85

Rolls Per Case: 30

4.8.42. Multi-Fold Natural Towels per Section 2.5.3.

\$ 16.74 cs.

Manufacturer: CASCADE

Sheet Size: 9 1/2 X 9 1/2

Towels Per Package: 250

Packages Per Case: 16

4.8.43. Roll Towels per Section 2.5.4.

\$ 25.39

Manufacturer: GEORGIA PACIFIC

Roll Size: 7.87 X 800

Packages Per Case: 6

**AIR FRESHENER****CASE PRICE**

4.8.44. DablSoft White Premium 06307 (case of 6 rolls) or equal

\$ 25.39

Manufacturer: GEORGIA PACIFIC

Roll Size: 7.87 X 800

Packages Per Case: 6

4.8.45. Georgia Pacific 27170 Kitchen Roll Towels (case of 30 rolls) or equal

\$ 21.30

Manufacturer: CASCADE

Roll Size: 9X11 SHEET 85 SHEETS PER RL.

Packages Per Case: 30

**AIR FRESHENER****CASE PRICE**

4.8.46. Comfresh Air Freshener - Dispensers for 1.6 oz refills

\$ 2.11

Manufacturer: FRESH PRODUCTS

Product Size:

Units Per Case: 1

4.8.47. **Comfresh Continuous Air Neutralizer Refills – Variety of scents** \$ 3.12 \$ 3.12  
 Manufacturer: FRESH PRODUCTS  
 Product Size: \_\_\_\_\_  
 Units Per Case: 1

4.9. Maximum Percentage Increase for Renewal Periods

4.9.1. 4 % 1<sup>st</sup> Renewal will INCREASE ONLY if MANUFACTURER INCREASES  
 4.9.2. 5 % 2<sup>nd</sup> Renewal " " " " "  
 4.9.3. 6 % 3<sup>rd</sup> Renewal " " " " "  
 4.9.4. 6 % 4<sup>th</sup> Renewal " " " " "

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

4.11. 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

4.12. Please Describe Warranty:  
MANUFACTURER'S WARRANTY AVAIL. ON REQUEST

4.13. Please Describe On-Line Order Capability:  
WE HAVE A SECURE ONLINE ORDERING APPLICATION FREE OF CHARGE

4.14. Delivery ARO: \_\_\_\_\_ days DELIVERY TO COLUMBIA EACH MONDAY

4.15. Authorized Representative (Sign By Hand):

4.15.1. Type or Print Signed Name:  
MIKE DUNCAN

4.15.2. Today's Date: 12/19/11

ELECTRONIC CATALOG CAN BE VIEWED AT WWW.SMITHPAPER.COM

(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.

KIM SMITH, COMPANY PRESIDENT-

Name and Title of Authorized Representative



Signature

12/19/11

Date

Item 4.8.40



Georgia-Pacific Professional  
133 Peachtree NE Atlanta, GA 30303  
1-866-HELLO GP (435-5647) | www.gppro.com

### Envision® 2-Ply Embossed Bathroom Tissue

EPA compliant 2-ply bath tissue - now embossed



### Product Details

Brand Owner	Georgia-Pacific
Brand	Envision®
MFG Item#	19880/01
Color	White
UP - UPC	073310198804
Each Per Ship Unit	80 Rolls
Items Per Each	550 Sheets
Case Total	44000 Sheets
Sheet (WxL)	4.000" x 4.050"
UNSPSC	14111704
Core Size	1.625
EPA CPG Compliant	Yes
Min. PCW %	20%
Min. Recycled %	100%
LEED EB&OM	MR,IEQ
Replaces Item	19860/01, 19880
Buy Multiple	24 CS
Buy Mult Qty Hi	6
Buy Mult Hgt (in)	101.25

### Case Shipping Info

GTIN	10073310198801
Case Gross Wgt	34.550 lbs
Case Net Wgt	31.350 lbs
Case Dimensions (LxWxH)	23.750" x 19.130" x 16.875"
Case Volume	4.437 CFT

### Unit Shipping Info

TI-Qty/Layer	4
HI-Layers/Unit	6
Unit Qty	24
Unit Dimensions (LxWxH)	47.500" x 38.250" x 102.125"

### Item Description:

Environmentally concerned customers appreciate our reliable performance tissue that consistently exceeds EPA guidelines for minimum post consumer recycled fiber content. Consumers give this tissue high marks for its softness, quick absorbency, durability and thickness. Suggested applications include Education, Government, Manufacturing and QSR.

### Features & Benefits:

- » 2-Ply embossed sheet engineered for improved softness versus 19880
- » EPA compliant for recycled fiber content
- » Perfect Size Case allows for easier handling and storage
- » Safe for all standard sewer and septic systems



printed on 12/19/2011

SMITH PAPER  
690-9796

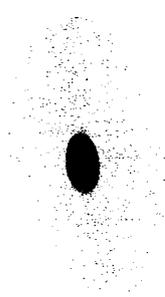
ITEM 4.8.43 + 4.8.44



Georgia-Pacific Professional  
133 Peachtree NE Atlanta, GA 30303  
1-866-HELLO GP (435-5647) | www.gppro.com

### Envision® High Capacity Roll Towel

Economy, high capacity white everyday hardwound roll towels offer reliable performance at a low cost.



### Product Details

Brand Owner	Georgia-Pacific
Brand	Envision®
MFG Item#	26601
Color	White
UP - UPC	073310266015
Each Per Ship Unit	6 Rolls
Items Per Each	800 Linear Feet
Case Total	4800 Linear Feet
Towel (WxL)	7.875" x 800.000"
UNSPSC	14111703
Core Size	1.625
EPA CPG Compliant	Yes
Min. PCW %	40%
Min. Recycled %	100%
EcoLogo CCD	CCD-086
LEED EB&OM	No
Replaces Item	28400
Buy Multiple	55 CS
Buy Mult Qty Hi	11
Buy Mult Hgt (in)	96.25

### Case Shipping Info

GTIN	10073310266012
Case Gross Wgt	25.400 lbs
Case Net Wgt	23.090 lbs
Case Dimensions (LxWxH)	23.875" x 16.125" x 8.750"
Case Volume	1.949 CFT

### Unit Shipping Info

TI-Qty/Layer	5
HI-Layers/Unit	11
Unit Qty	55
Unit Dimensions	48.375" x 40.000" x 96.250"

### Item Description:

Designed to fit into a wide range of everyday dispensers, Envision® high capacity white economy hardwound towels help you keep costs under control. Low per-unit costs makes these towels the affordable choice for areas such as washrooms in government and public facilities, office buildings, foodservice facilities and lodging. Envision hardwound roll towels let you offer your customers quality and reliable performance at a low cost.

### Features & Benefits:

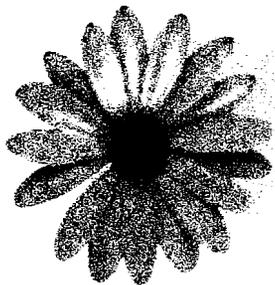
- » Offers dependable absorbency, thickness, and strength
- » Low per-unit cost make these paper towels a good everyday choice
- » High capacity reduces maintenance intervals and risk of product run-out in high-traffic areas
- » Meets or exceeds EPA Comprehensive Procurement Guidelines for minimum post consumer recycled fiber content



Printed on 12/19/2011

SMITH PAPER  
690-9796

ITEM 4.8.46 and 4.8.47



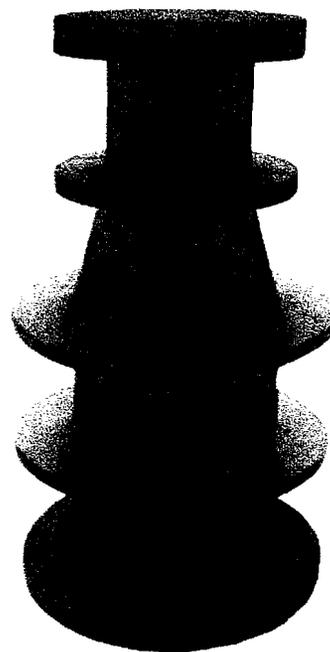
# Eco-Air®

30-day air freshener

 • **100% Easily Recyclable** – only air fresheners in the industry to offer closed loop recycling. Send them back – we pay the freight – and make more air fresheners. Go to [eco-refresh.com](http://eco-refresh.com) for more details.

• **Freshens the air for 30 days** – unique fragrances are designed for month long performance and outperforms gels, wicks, and aerosols.

• **Easy to use** – fits TC®, TimeMist®, Ecolab®, Hospeco®, Kimberly-Clark®, Vectair® and fan dispensers too. Cannot spill or break.

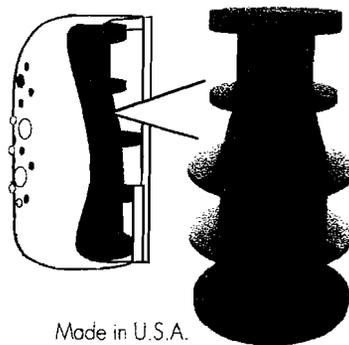


## Fragrance Chart

Fragrance	Part Number	Color
Light Green	EA36A	 Light Green
Pink/Red	EA36B	 Pink/Red
Orange/Red	EA36C	 Orange/Red
Orange/Yellow	EA36D	 Orange/Yellow
Spiced Apple	EA36SA	 Red
Cotton Blossom	EA36CB	 Blue

## 30 day Eco-Air®

- Pack – 6 units/box, 6 boxes per master case
- Private Label – available



Made in U.S.A.

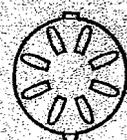


Scan the code to check out our fun and helpful videos!

Meets the "Purchase of Sustainable Cleaning Products and Materials" criteria under the LEED point management system.



4010 South Ave.  
Toledo, OH 43615 USA  
Phone: 419-531-9741  
[www.freshproducts.com](http://www.freshproducts.com)



Easy Fresh

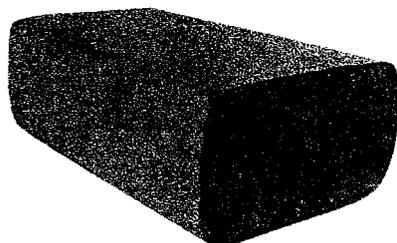
Item 48.42



**Cascades**

**Multifold Decor® Natural**

**DECOR**



Multifold Paper  
Towels

Product number:	1751
Number of ply:	1
Ply type:	MultiFold
Colour:	Natural
Item size:	9.1 x 9.5 in (23.1 x 24.1 cm)
Item size folded:	9.1 x 3.2 in (23.1 x 8 cm)
Items/Package:	250
Packages/Shipping unit:	16
Items/Shipping unit:	4000
Dimensions shipping unit:	21.25 x 13.5 x 9.9 in (54 x 34.3 x 25.1 cm)
Volume of shipping unit:	1.64 ft <sup>3</sup> (0.05 m <sup>3</sup> )
Weight:	19 lb (8.6 kg)
Cases/Unit load :	60 (6 per row)
UPC Code:	0-67220-01751-5
SCC Code:	0-00-67220-01751-5

All weights and dimensions listed are approximate and are subject to change without notice

**Certifications :**



**Recommended products for this item:**



**10139**  
Multifold / C-Fold  
Towel Dispenser



**10189**  
Mini Multifold /  
C-Fold Towel  
Dispenser

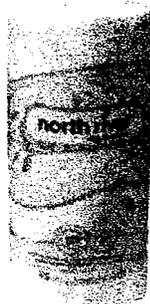
Cascades Tissue Group  
1 800 361-4070 (Canada), 1 800 246-0711 (U.S.A.)  
[www.cascades.com/tissuegroup](http://www.cascades.com/tissuegroup)

ITEM 4-8.41 And 4-8.45



**PRT North River®**

**north river®**  
Individual  
Household Towels



This product is made of 100% recycled fiber and a minimum 60% post-consumer material.

Product number:	4073
Number of ply:	2
Colour:	White
Item size:	11 x 9 in (27.9 x 22.9 cm)
Sheets/Roll:	85
Items/Package:	1
Items/Shipping unit:	30
Dimensions shipping unit:	22 x 13.5 x 22.7 in (55.9 x 34.3 x 57,7 cm)
Volume of shipping unit:	3.18 ft <sup>3</sup> (0.09 m <sup>3</sup> )
Weight:	15 lb (7 kg)
Cases/Unit load :	24 (6 per row)
UPC Code:	0-67220-54073-0
SCC Code:	1-00-67220-54073-7
Replaces item:	74073

All weights and dimensions listed are approximate and are subject to change without notice

**Certifications :**



Cascades Tissue Group  
1 800 361-4070 (Canada), 1 800 246-0711 (U.S.A.)  
[www.cascades.com/tissuegroup](http://www.cascades.com/tissuegroup)

HEM 4-8. 22



# Sunny-Side<sup>®</sup>

**super gloss metal interlock floor finish**

Extremely high gloss non-buff finish that levels smoothly to highlight floors with the ultimate shine! This metal inter-lock floor finish has mirror like reflective properties to actually double an image for more visual impact! Sunny-Side is tough with strong resistance to black heel marks, scuffing, powdering and water spots.



Providing Quality Maintenance and Chemical Specialty Solutions with Unparalleled Customer Service



Spartan Chemical Company, Inc.  
1110 Spartan Drive  
Maumee, OH 43537  
1-800-537-8590  
www.spartanchemical.com

#### EASY TO APPLY AND MAINTAIN:

Fundamental application techniques are all that is required for Sunny-Side and basic daily maintenance insures the shine remains brilliant. Sunny-Side will hold its brilliance through numerous detergent moppings and can easily be restored when necessary by spraybuffing. Use on all types of resilient tile floors and terrazzo.

#### UL APPROVED:

Sunny-Side provides a safe and very glossy surface. Independent testing for slip resistance by Underwriter Laboratories confirms the static coefficient of friction of Sunny-Side, meets or exceeds 0.5 as determined by ASTM Method D 2047.

#### DIRECTIONS FOR USE:

Some individuals may be sensitive to ingredients in this product. Before using, read product label and MSD sheet. Wet floors may be slippery. Prevent pedestrian traffic with signs or barricades.

#### INITIAL APPLICATION:

**Strip:** Completely strip all old wax or floor finish. Depending upon build-up, use warm or room temperature water (80° - 120°F) and a Spartan stripper.

**Seal:** Apply two coats of a Spartan seal. Let dry.

**Finish:** Apply three uniform coats of Sunny-Side. Let each coat dry 30 minutes or until surface is completely dry to the touch. Apply subsequent coats in the same manner. Gloss and depth dramatically improve with more coats. Subsequent coats should be applied over a period of time.

#### MAINTENANCE:

**Daily:** Dust mop with Dust Mop Treatment and damp mop with a neutral Spartan cleaner.

**Periodically:** Dust mop with Dust Mop Treatment and damp mop with a neutral Spartan cleaner. To repair traffic areas between finish applications, use Spartan Bounce Back, Spraybuff or SunSwept.

**As Needed:** Deep scrub and recoat; or completely strip, reseal and reapply floor finish.

**NOTE:** For best maintenance results always use Spartan floor cleaners and strippers.

**Be sure to read all Directions, Precautionary and First Aid Statements on product labels before use of this or any Spartan product. If questions remain, consult your employer or a physician. Material Safety Data Sheets for all Spartan products are available from your authorized Spartan distributor or by visiting**

[www.spartanchemical.com](http://www.spartanchemical.com).

#### SPECIFICATIONS:

Total Solids – 23.3%  
Non-Volatile Solids – 18%  
Specific Gravity – 1.028 @24°C/75°F  
pH (Concentrate) – 8.7 - 9.1

#### Stability

- a. Storage – One year
- b. Accelerated @ 49°C / 120°F – 30 days minimum
- c. Freeze / Thaw – Can withstand three cycles

#### Gloss (Gardner)

- a. 1 coat – 75-80
- b. 2 coats – 85-90

Static coefficient of friction meets or exceeds 0.5 as determined by ASTM method D-2047.

#### COVERAGE:

Up to 3,000 square feet per gallon depending on application method and porosity of floor.



Distributed by

PACKAGING	
404565	330-gallon totes
404555	55-gallon drum
404530	30-gallon drum
404515	15-gallon drum
404505	5-gallon pail
404504	1-gallon (4 per case)



Label copy is available in English, Spanish and French. Secondary labels are also available.

**GUARANTEE:** Spartan's modern manufacturing and laboratory control insure uniform quality. If dissatisfied with performance of product, any unused portion may be returned for credit within one year of the date of manufacture. Use product as directed and read all precautionary statements.



Product Available Worldwide For institutional and industrial use only.

© SCC 5/11 L4245

ITEM 4.8.23

# Square One<sup>®</sup>

**finish & wax stripper**

Getting back to basics. Square One is a powerful stripping compound formulated exclusively to remove excessive long-term build up of floor finish and wax. It is an excellent stripper for use in automatic scrubbers.



Providing Quality Maintenance and Chemical Specialty Solutions with Unparalleled Customer Service



Spartan Chemical Company, Inc.  
1110 Spartan Drive  
Maumee, OH 43537  
1-800-557-2990  
www.spartanchemical.com

#### LOW FOAMING:

Square One is formulated with low foaming wetting agents to speed up the rinsing time. The low foaming characteristics coupled with the product's superior performance makes it excellent for use in automatic scrubbers.

#### ECONOMICAL:

Square One is economical and a true concentrate. Square One may be diluted from 1:10 to 1:1 depending upon extent of wax or finish build up, method of application, and contact time. Square One's remarkably fast chemical action substantially reduces time and labor costs normally required for difficult stripping.

#### POWERFUL:

Square One's formula contains sodium hydroxide, an effective inorganic builder, which increases the product's alkalinity and in effect, gives it extra "bite". Glycol ether, a powerful solvent, is incorporated to speed initial penetration. The unique blending of these primary ingredients create unusually fast penetration and re emulsification of even the most highly burnished solids build up, suspending both finish and soil in a detergent solution for easy removal.

The extra strength stripping power of Square One allows its use in extremely difficult stripping tasks, such as excessive and/or long term finish build ups or when repeated recoating and/or spray buffing procedures have resulted in a highly burnished finish.



Distributed by

#### DIRECTIONS FOR USE:

Some individuals may be sensitive to ingredients in this product. Before using, read product label and MSD sheet. Wet floors may be slippery. Prevent pedestrian traffic with signs or barricades.

1. For heavy build up, mix up to one part Square One to five parts water. Dip mop into bucket and apply liberally to a 100 x 100 square foot area. Let set for 5 minutes and, if necessary, apply the second application before machine scrubbing with stripping pads.
2. When stripping dirty waxed or finished floors that have a medium build up, mix one part Square One to ten parts hot water. Let set five minutes; machine scrub using a heavy duty stripping pad.
3. When re stripping baseboards and the floor close to the walls, mix Square One one part Square One to five parts of hot water. Let set 5 to 10 minutes and using a doodle bug type hand scrubber, agitate vigorously and, if necessary, use a wax scraper to remove all build up along the edge and corners.

**NOTE:** Neutralizers should be used in the first rinse only. Two or three clean water rinses are recommended on the above stripping procedures.

**Be sure to read all Directions, Precautionary and First Aid Statements on product labels before use of this or any Spartan product. If questions remain, consult your employer or a physician. Material Safety Data Sheets for all Spartan products are available from your authorized Spartan distributor or by visiting [www.spartanchemical.com](http://www.spartanchemical.com).**

#### SPECIFICATIONS:

Specific Gravity - .107 @ 24°C/75°F

pH (Concentrate) - 13.5 - 13.8

Active Ingredients - 20 - 22%

#### Stability:

- a. Storage @ 24°C/75°F - One year minimum
- b. Accelerated @ 52°C/125°F - 60 days minimum
- c. Freeze/Thaw - Can withstand three cycles

#### PACKAGING

007865	330-gallon totes
007855	55-gallon drum
007830	30-gallon drum
007815	15-gallon drum
007805	5-gallon pail
007804	1-gallon (4 per case)



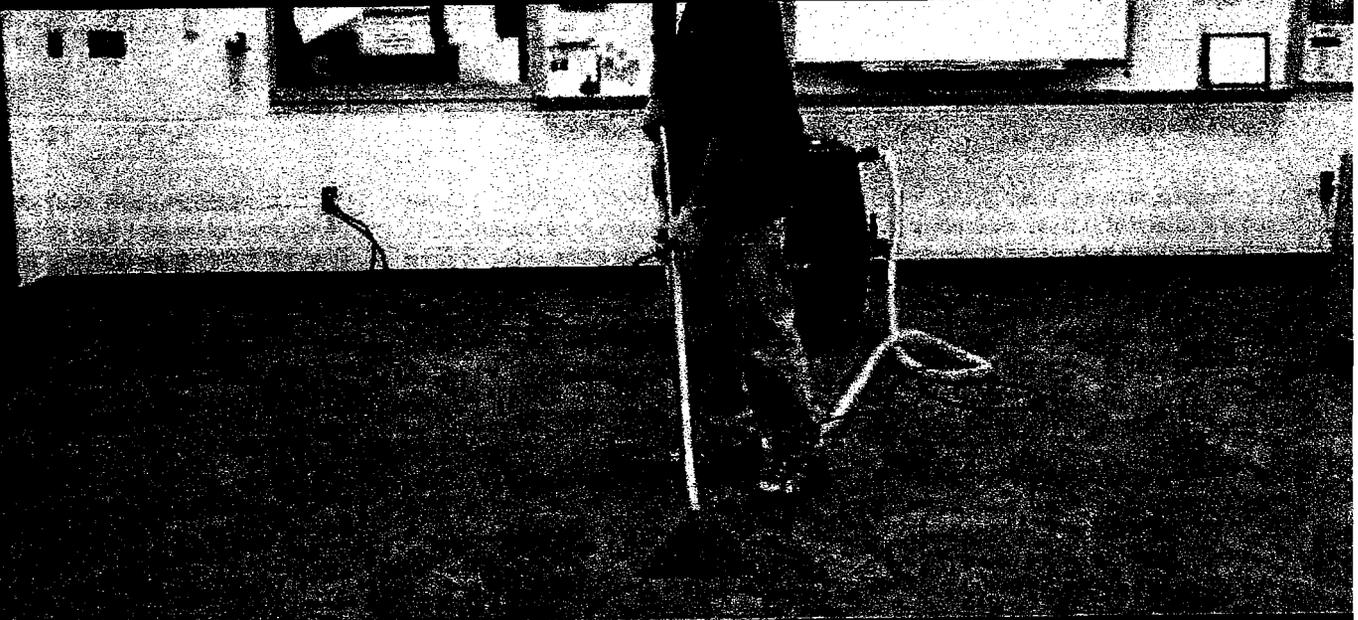
Label copy is provided in English and Spanish. Secondary labels are also available.

**GUARANTEE:** Spartan's modern manufacturing and laboratory control insure uniform quality. If dissatisfied with performance of product, any unused portion may be returned for credit within one year of the date of manufacture. Use product as directed and read all precautionary statements.

For institutional and industrial use only.

© SCC 5 11 10075

Item 4-8.21



# CX3 Bio-Assist®

## extraction cleaner

CX3 Bio-Assist Extraction Cleaner features natural digesters. This is a scientific, revolutionary, safe and natural approach to cleaning carpet. No solvents are needed! The digesters control odors and odor-causing bacteria by digestion. These digesters reproduce by feeding on the very soil that needs to be cleaned from the carpet. It is nature's way, an evolutionary process that is unique, safe and effective. CX3 Bio-Assist is low foaming; a unique wetting agent combination leaves no residue to contribute to resoiling and dries to a non-tacky powder. Safe for fine carpets and 5th Generation. No optical brighteners that destroy carpet pile and distort color. CX3 Bio-Assist is safe for use in all hot or cold water extractors. Fresh and clean springtime fragrance leaves carpet smelling fresh, clean and soft.



Providing Quality Maintenance and Chemical Specialty Solutions with Unparalleled Customer Service

Item 4-8.20



# SSE CARPET PRESPRAY & SPOTTER

**solvent-based carpet prespray and spotter**

SSE Carpet PreSpray & Spotter is a solvent-based all-purpose carpet prespray and spotter. The light green non-viscous liquid has a fresh citrus fragrance.



Providing Quality Maintenance and Chemical Specialty Solutions with Unparalleled Customer Service



Spartan Chemical Company, Inc.  
1110 Spartan Drive  
Maunee, OH 43537  
1-800-837-8490  
www.spartanchemical.com

### DRIES TO A CRYSTAL FOR EASY REMOVAL!

A truly a unique blend of solvents and crystallized detergents which are revolutionary in the fact that they dry to a fine microscopic crystal. This unique attribute to dry to a crystal allows the granules to be vacuumed after extraction or bonnet cleaning has been performed. Removing the crystallized residual detergent, aids in the prevention of resoiling of the freshly cleaned carpet. Most freshly cleaned carpets are re-soiled due to the detergents and cleaning agents that have not been completely removed. SSE leaves no detergent or residue behind.

### IMPORTANT FACT:

*All of the cleaning agents must be removed from carpeting to keep it clean. Should this not occur, soil will cling to the residual detergents and re-soil the carpeting immediately, sometimes almost giving the impression that a stain is reappearing!*

### COLORFAST AND SAFE:

The solvent in SSE Carpet PreSpray & Spotter assist the crystallized detergents by breaking down oil, grease and some types of ink. This solvent will not affect carpet color or damage the thin layer of latex that connects the primary and secondary layers of the carpet backing. Will not attack polypropylene, the synthetic fiber found in 90 % of commercially installed carpets.

### OPTIMUM CARPET MAINTENANCE AND EASY TO USE:

Excellent pre-treatment for heavily soiled traffic lanes prior to extraction or bonnet cleaning. Receive optimum cleaning and maintenance in an easy to use 32 oz. ready touse trigger spray. See packaging below for more package size options.

### DIRECTIONS FOR USE:

Some individuals may be sensitive to ingredients in this product. Before using, read product label and MSD sheet. Wet floors may be slippery. Prevent pedestrian traffic with signs or barricades.

### Spray and Extract Method:

1. Apply SSE Carpet Prespray & Spotter through a pump up or pressure sprayer type applicator.
2. Let set 15 minutes.
3. Extract with clear water.
4. When carpet is completely dry, vacuum thoroughly.

### ROTARY SPIN PAD/BONNET:

#### Spray Method:

Apply SSE Carpet Prespray & Spotter in 6' widths Pre-treat dry bonnet pads and bonnet clean carpet. Turn and change bonnet or spin yarn pads frequently.

#### Immersion Method:

Immerse bonnet in solution. Wring out and place bonnet pad or spin yarn on machine. Bonnet clean carpet.

### Pre-treating Traffic Lanes and Other Heavily Soiled Areas:

Apply through pump up or pressure type applicator prior or shampooing or extracting.

### Carpet Spotting:

1. Blot up any excess liquid with a clean, white absorbent cloth.
2. Spray SSE Carpet PreSpray & Spotter directly onto spot or stain.
3. Gently agitate with a clean cloth or brush.
4. Add water to soiled area using a clean sponge or spray bottle.
5. Blot with clean, white absorbent cloth or use a wet-vacuum type system to extract the water.
6. Repeat as necessary.

**Be sure to read all Directions, Precautionary and First Aid Statements on product labels before use of this or any Spartan product. If questions remain, consult your employer or a physician. Material Safety Data Sheets for all Spartan products are available from your authorized Spartan distributor or by visiting [www.spartanchemical.com](http://www.spartanchemical.com).**

### SPECIFICATION DATA:

Specific Gravity 1.010 @ 24°C/75°F  
Density 8.40 lbs./gal. @ 24°C/75°F  
pH 8.5-9.5  
Flash Point – None  
Solvents – 1- Methoxy – 2-propanol  
Stability:  
a. Shelf @ 24°C/75°F- One year min.  
b. Freeze/Thaw – 3 cycles min.



Distributed by

PACKAGING	
303305	5-gallon pail
303304	1-gallon (4 per case)
303503	1-quart (12 per case)



Label copy is provided in English and Spanish. Secondary labels are also available.

**GUARANTEE:** Spartan's modern manufacturing and laboratory control insure uniform quality. If dissatisfied with performance of product, any unused portion may be returned for credit within one year of the date of manufacture. Use product as directed and read all precautionary statements.



Product available worldwide. For institutional and industrial use only.

© SCC 5-11 LR035

Item 4.8.15

# **Glass Cleaner**

## **General Glass and Hard Surface Cleaner/Polisher**

### **PRODUCT DESCRIPTION:**

GLASS CLEANER is a tried and true hard surface and glass cleaner/polisher. Slight formula modifications have recently been made to meet current VOC requirements. Glass Cleaner is blue in color and lightly floral scented.

### **FAST AND EFFICIENT PERFORMANCE:**

Glass Cleaner is formulated with surfactants, which facilitate rapid drying and provide the superior cleaning action needed to remove dirt, grease, and smoke film. Ammonia provides temporary alkalinity, which eliminates filming, and other nonionic wetting agents aid in a streak-free finish. Glass Cleaner performs its tasks with maximum rapidity and minimal effort.

### **VERSATILE AND EASY TO USE:**

Glass Cleaner may be used to clean and polish any hard surface not harmed by water such as: window glass, panes and sills; mirrors, countertops, chrome, automobile glass, fluorescent lights and tubing, and any other glass or mirror finish. Glass Cleaner removes tough soils such as: grease, smoke, oils, tape residue, food stains, dust, and dirt. Glass Cleaner is ready to use; simply spray on and wipe off.

### **SAFE AND PLEASANT TO USE:**

Glass Cleaner is nonflammable and compliant with the accepted levels of Volatile Organic Compounds (VOCs). The formula is fragranced with a fresh floral scent.

### **OUTPERFORMS THE COMPETITION:**

Spartan's Glass Cleaner is one of the very best glass and hard surface cleaners available today. The chart below shows how Glass Cleaner outperforms other glass and hard surface cleaners on the market today in the areas of streaking, cleaning, and smearing.

**Test Method CSMA method DCC-09.**

Clean glass plates are soiled, and then cleaned on a Gardener straight-line washability apparatus. Cleaning performance is rated in three areas, cleaning, streaking and smearing on a 4-point scale

**Cleaning**

- 4 – Total soil removed
- 3 – Good soil removed
- 2 – Moderate soil removed
- 1 – Poor soil removal smear

**Streaking**

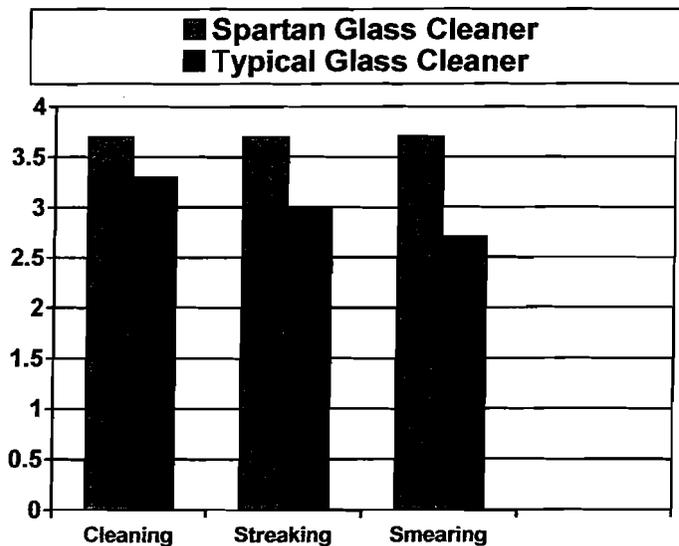
- 4 – None
- 3 – Slight streaking
- 2 – Moderate streaking
- 1 – Severe streaking

**Smearing**

- 4 – None
- 3 – Slight smear
- 2 – Moderate smear
- 1 - Severe

<b>TYPICAL GLASS CLEANER</b>			
<b>Plate #</b>	<b>Cleaning</b>	<b>Streaking</b>	<b>Smearing</b>
1	3.0	3.0	3.0
2	3.0	3.0	3.0
3	4.0	3.0	2.0
<b>Average</b>	<b>3.3</b>	<b>3.0</b>	<b>2.7</b>

<b>SPARTAN'S GLASS CLEANER</b>			
<b>Plate #</b>	<b>Cleaning</b>	<b>Streaking</b>	<b>Smearing</b>
1	4.0	4.0	4.0
2	3.0	3.0	3.0
3	4.0	4.0	4.0
<b>Average</b>	<b>3.7</b>	<b>3.7</b>	<b>3.7</b>



**DIRECTIONS FOR USE:**

**Some individuals may be sensitive to ingredients in this product. Before use, read product label and MSD sheet.**

1. For maximum cleaning power, use undiluted.
2. For lighter cleaning, dilute up to 1:3 with water. Use a spray bottle for dispensing.
3. Spray in an even pattern directly on to the soiled surface.
4. Wipe dry with a clean, lint-free cloth or paper towel. Turn cloth or towel frequently so clean side is always in use.

**NOTE:** Do not use on wood furniture or other polished surfaces.

**SPECIFICATION DATA:**

Density-8.26 lbs./gal @ 24° C/75° F

pH - 9.5 -10.5

Specific Gravity - 0.991

Solvents: Contains Isopropanol

Flash Point (Cleveland Open Cup) – None to boiling

Stability:

- a. Shelf @ 24°C/75°F - one year minimum
- b. Accelerated @ 49°C/120°F - 60 days minimum
- c. Freeze/Thaw - stable; withstands 3 freeze/thaw cycles

Contains biodegradable surfactants

Kosher certification is not required

**PACKAGING:**

Glass Cleaner is packaged in the 330-gallon reusable totes, and 275-gallon recyclable tote; attractive HDPE (High Density Polyethylene) 55, 30 and 15-gallon drums; 5-gallon pails; gallons, four per case. For maximum user convenience, Glass Cleaner is available in *RTU Handi Sprays*, 12 quarts per case. Each case of quarts includes three trigger sprayers. Label copy is provided in both English and Spanish. Secondary labels are also available.

**Be sure to read all Directions, Precautionary and First Aid Statements on product labels before use of this or any Spartan product. If questions remain, consult your employer or a physician. Material Safety Data Sheets for all Spartan products are available from your authorized Spartan distributor or by visiting [www.spartanchemical.com](http://www.spartanchemical.com).**

**GUARANTEE:**

Spartan's modern manufacturing and laboratory control insure uniform quality. If dissatisfied with performance of product, any unused portion may be returned for credit within one year of the date of manufacture.

HEM 4.8.5 AND 4.8.6



# CDC-10<sup>®</sup>

## non-acid clinging disinfectant

CDC-10 is a non-acid, ready -to-use, disinfectant featuring clinging foam to promote excellent cleaning performance.



Providing Quality Maintenance and Chemical Specialty Solutions with Unparalleled Customer Service



Spartan Chemical Company, Inc.  
 1110 Spartan Drive  
 Maumee, OH 43537  
 1-800-897-8960  
[www.spartanchemical.com](http://www.spartanchemical.com)

**FOAMY, CLINGING ACTION:**

CDC-10 is a ready-to-use clinging foam formulation designed for cleaning and disinfecting of walls, partitions, shower stalls, door knobs and other similar hard nonporous surfaces. CDC-10 clings longer to vertical surfaces providing extended contact time for quicker cleaning and degreasing.

**QUICKLY DISINFECTS:**

Undiluted CDC-10, with a 5 minute contact time, is effective against:

- Trichophyton mentagrophytes
- Staphylococcus aureus
- Pseudomonas aeruginosa
- Salmonella enterica
- HIV-1 (AIDS Virus)
- Hepatitis B Virus (HBV)
- Herpes simplex Type 2
- Influenza A2/Hong Kong viruses
- Pandemic 2009 H1N1 influenza A virus
- Vancomycin resistant Enterococcus faecalis (VRE)
- Methicillin resistant Staphylococcus aureus (MRSA)

CDC-10, diluted at 13 oz. per gallon of water (1:10) is a proven one-step disinfectant against Staphylococcus aureus, Pseudomonas aeruginosa and Salmonella enterica.

**AREAS FOR USE:**

CDC-10 is for use in hospitals, schools, hotels, offices, manufacturing sites/ facilities, restaurants, bars, cafeterias and food processing plants. Surface safe, CDC-10 may be used on walls, partitions, vinyl, chrome, stainless steel, Formica®, Fibreglas®, porcelain, and ceramic.

**APPLICATIONS:**

Use CDC-10 for these other applications:

- For five-minute disinfectant activity against the listed bacteria and viruses\*\* in the presence of 5% organic soil
- For Fungicidal activity
- For disinfecting against bacteria

See product label for complete directions for use and more applications.

**Be sure to read all Directions, Precautionary and First Aid Statements on product labels before use of this or any Spartan product. If questions remain, consult your employer or a physician. Material Safety Data Sheets for all Spartan products are available from your authorized Spartan distributor or by visiting [www.spartanchemical.com](http://www.spartanchemical.com).**



**SPECIFICATIONS:**

pH (Concentrate)– 12.0

Color – Blue

Scent – Unique Floral fragrance

Stability:

- a. Shelf @ 24°C/75°F – One year minimum
- b. Freeze/Thaw – Three cycles

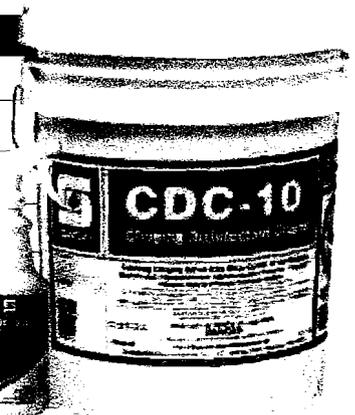
Contains biodegradable surfactants.

EPA Reg. No. 5741-21



Distributed by

PACKAGING	
322065	330-gallon tote
322055	55-gallon drum
322030	30-gallon drum
322015	15-gallon drum
322005	5-gallon pail
322004	1-gallon (4 per case)
322003	1-quart (12 per case)



Label copy is provided in English, Spanish, and French. Secondary labels are also available.

**GUARANTEE:** Spartan's modern manufacturing and laboratory control insure uniform quality. If dissatisfied with performance of product, any unused portion may be returned for credit within one year of the date of manufacture. Use product as directed and read all precautionary statements.

HER 4.8.1  
4.8.2  
4.8.3  
4.8.4

## **FAST & EASY<sup>®</sup>**

### **HARD SURFACE AND GLASS CLEANER**

#### **PRODUCT DESCRIPTION:**

FAST & EASY is a 21<sup>st</sup> century hard surface and glass cleaner. It's formulated to meet the health, safety and performance expectations of today's housekeeping personnel. A ready-to-use product, FAST & EASY is bright yellow in color and has a new, pleasant, light floral fragrance.

#### **FAST AND EFFICIENT PERFORMANCE:**

Formulated with the very best surfactants and detergents available, FAST & EASY contains performance-specific ingredients that address individual cleaning requirements. Several ingredients are blended to quickly remove every day soils and even tougher soil build-ups. One ingredient helps to emulsify and remove oily soils such as grease marks, fingerprints and smoke residue. Others reduce the possibility of streaking, and speed up dry time.

#### **VERSATILE AND EASY TO USE:**

FAST & EASY is safe to use on nearly every washable surface: windows, mirrors, display cases, salad bar guards, crystal, Formica<sup>®</sup> counter tops, table tops, plastic laminated surfaces, chrome, brass, stainless steel and painted surfaces not harmed by water. Ready-to-use. Simply spray and wipe off! Cleaning is truly fast & easy!

#### **VOC COMPLIANT:**

Indoor air quality and the potential negative effects of high levels of VOCs (Volatile Organic Compounds) on worker, occupant and general public health are primary concerns for those who own and maintain buildings of any sort or size. The generally accepted benchmark for VOCs is 4%. FAST & EASY'S VOC content is only 2%, a substantial benefit!

#### **NON-FLAMMABLE:**

FAST & EASY will not flash or flame. This is an important benefit since many glass cleaners are flammable and require special shipping and storage. FAST & EASY does not.

#### **PLEASANT TO USE:**

New, light, floral fragrance! No harsh ammonia or butyl odor.

**OUTPERFORMS THE COMPETITION:**

Spartan's FAST & EASY is one of the very best glass and hard surface cleaners on the market today. The chart below illustrates how FAST & EASY surpasses a typical glass and hard surface cleaner in the areas of cleaning, streaking and smearing.

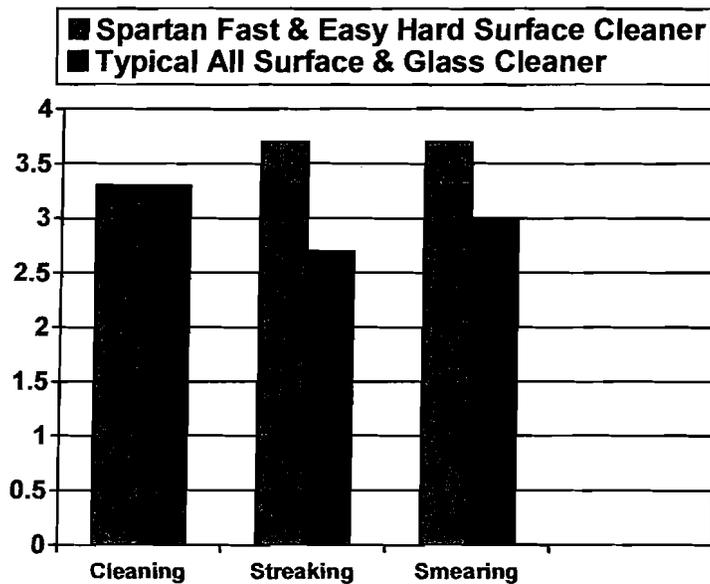
**Test Method CSMA DCC-04**

Clean glass plates are soiled, and then cleaned on a Gardener straight-line wash-ability apparatus. Cleaning performance is rated in the three areas of cleaning, streaking and smearing on a 4-point scale.

<u>Cleaning</u>	<u>Streaking</u>	<u>Smearing</u>
4 – Total soil removed	4 – None	4 – None
3 – Good soil removed	3 – Slight streaking	3 – Slight smear
2 – Moderate soil removed	2 – Moderate streaking	2 – Moderate smear
1 – Poor soil removal	1 – Severe streaking	1 – Severe smear

<b>Typical All Surface &amp; Glass Cleaner</b>			
<i>Plate #</i>	<i>Cleaning</i>	<i>Streaking</i>	<i>Smearing</i>
1	3.0	3.0	3.0
2	3.0	3.0	3.0
3	4.0	2.0	3.0
<b>Average</b>	<b>3.3</b>	<b>2.7</b>	<b>3.0</b>

<b>SPARTAN'S FAST &amp; EASY Hard Surface &amp; Glass Cleaner</b>			
<i>Plate #</i>	<i>Cleaning</i>	<i>Streaking</i>	<i>Smearing</i>
1	4.0	4.0	4.0
2	3.0	3.0	3.0
3	3.0	4.0	4.0
<b>Average</b>	<b>3.3</b>	<b>3.7</b>	<b>3.7</b>

**DIRECTIONS FOR USE:**

Cleans windows, display cases, salad bar guards and hard surfaces such as Formica® countertops, table tops, plastic laminated surfaces, chrome, stainless steel and painted surfaces not harmed by water.

**Ready-to-Use:**

Apply through a trigger or pump-up sprayer. Spray in an even pattern directly on to the soiled surface. Wipe dry with a clean, lint-free cloth or paper towel. Turn cloth or towel frequently so clean side is always in use.

**Large Areas:**

For maximum cleaning efficiency, apply with a pump-up sprayer, a window brush or other glass cleaning applicator. Squeegee dry.

**NOTE:** Do not use on wood furniture or other polished surfaces.

**SPECIFICATION DATA:**

Specific Gravity – 0.99 @ 24°C/75°F

Density – 8.24 lbs./gal. @ 24°C/75°F

Viscosity – Water thin @ 24°C/75°F

pH – 10.0 – 11.0

Flash Point (Cleveland Open Cup) – None

**Stability**

- Shelf @ 24°C/75°F – One year minimum
- Accelerated @ 49°C/120°F – 60 days minimum
- Freeze/Thaw Cycle – Will withstand 3 freeze/thaw cycles.

Biodegradable

**PACKAGING:**

FAST & EASY is packaged in the 330-gallon reusable totes, and 275-gallon recyclable tote; attractive HDPE (High Density Polyethylene) 55, 30 and 15-gallon drums; 5-gallon pails; gallons, four per case. For maximum user convenience, FAST & EASY is available in *RTU Handi Sprays*, 12 quarts per case. Each case of quarts includes three trigger sprayers. Label copy is provided in both English and Spanish. Secondary labels are also available.

**Be sure to read all Directions, Precautionary and First Aid Statements on product labels before use of this or any Spartan product. If questions remain, consult your employer or a physician. Material Safety Data Sheets for all Spartan products are available from your authorized Spartan distributor or by visiting [www.spartanchemical.com](http://www.spartanchemical.com).**

**GUARANTEE:**

Spartan's modern manufacturing and laboratory control insure uniform quality. If dissatisfied with performance of product, any unused portion may be returned for credit within one year of the date of manufacture.



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

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

***Tyson Boldan, Buyer***  
(573) 886-4392 – Fax: (573) 886-4390  
Email: [tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org)

---

### ***Bid Data***

Bid Number: **58-20DEC11**  
Commodity Title: **Janitorial Products Term & Supply**

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

---

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

Day / Date: **TUESDAY, DECEMBER 20, 2011**  
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
613 E. Ash, Room 109  
Columbia, MO 65201**  
Directions: The Purchasing Office is located on the Southeast corner at 7<sup>th</sup> St. and Ash St. Enter the building from the South Side. Wheel chair accessible entrance is available.

---

### ***Bid Opening***

Day / Date: **TUESDAY, DECEMBER 20, 2011**  
Time: **10:30 A.M. C.S.T.**  
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
613 E. Ash, Room 109  
Columbia, MO 65201**  
Directions: The Purchasing Office is located on the Southeast corner at 7<sup>th</sup> St. and Ash St. Enter the building from the South Side. Wheel chair accessible entrance is available.  
Location / Address: **Boone County Purchasing Conference Room**

---

### ***Bid Contents***

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

## 1. Introduction and General Conditions of Bidding

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

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing and delivery of **Janitorial Products** as specified herein.
  - 2.1.1. **Estimated Quantity** – The County spends approximately \$20,000.00 on janitorial products each year. All orders shall be placed on an "as needed basis". The County does not guarantee a minimum volume for purchases under a prospective contract. In addition, the County reserves the right to purchase janitorial supplies from other vendors when the County deems the purchase necessary.
  - 2.2. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from January 1, 2012 through December 31, 2012 and may be automatically renewed for up to an additional four (4) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
    - 2.2.1. The unit prices for the standard items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the standard items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
    - 2.2.2. If renewal percentages are not provided for the standard items, then prices during any renewal period shall be the same as during the original contract period.
    - 2.2.3. Pricing for non-standard items shall be allowed to adjust based on price changes published in the contractor's comprehensive product catalog. However, the contractor's discount off list price for non-standard items shall be fixed throughout all contract periods.
  - 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
  - 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 15 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
  - 2.5. **TECHNICAL REQUIREMENTS**
    - 2.5.1. **Toilet Tissue: Ecosoft #540 or equivalent:** Single Roll, Color: White, Double Ply, Facial Quality, 4 3/8"W x 4 " L sheet size, and 500 sheets per roll.
    - 2.5.2. **Towel, Paper: Ecosoft #410 or equivalent:** Roll, Color: White, Double Ply, 11" W x 9"L sheet size, 90 sheets per roll.
    - 2.5.3. **Towel, Multi-fold: Ecosoft #480 or equivalent:** Color: Natural, 9 1/8"W x 9 1/2"L sheet size.
    - 2.5.4. **Towel, Roll: Hillyard 22000 or equivalent:** Color: White, 8" x 800'.
    - 2.5.5. In the event a product offered by the contractor does not fit the dispenser(s) already located within the various County buildings, the contractor may be required to supply the necessary dispenser(s) at no cost to the County.
  - 2.6. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
    - 2.6.1. The contractor shall extend any and all special promotional (including 'educational' promotions) sale prices or discounts immediately to the County during the term of the contract. These prices shall be honored for the duration of the specific sale or discount period.
    - 2.6.2. Pricing for non-standard items shall be determined by applying the quoted discount for the item to the current price for the item listed in the contractor's comprehensive current product catalog. The discount for the item shall remain firm for the duration of the contractor period, but the base product price is allowed to change based on the current published pricing in the contractor's comprehensive product catalog. It is preferred that the contractor's comprehensive current product

catalog not change more often than every twelve months. *A copy of the applicable catalog must be attached to the bid response. Failure to do so could result in a non-responsive bid.*

- 2.6.3. All prices shall be FOB Destination, freight prepaid and allowed. This shall mean that the contractor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the unit cost of the item. The County shall not pay freight, etc. in addition to the price of the item.
- 2.7. **REPLACEMENT OF DAMAGED PRODUCT** – The contractor shall be responsible for replacing any item received in damaged condition at no cost to the County. This includes all shipping costs for returning non-functional items to the contractor for replacement.
- 2.8. **MINIMUM ORDER QUANTITY** – The contractor shall not impose a minimum order quantity for any item listed in the contract or otherwise available to the County through the contractor’s catalog.
- 2.9. **PRODUCT AVAILABILITY AND LIMITATIONS** – The contractor shall agree to provide janitorial products on an as needed, if needed basis as ordered. The contractor shall agree that the contractor may not cancel any item from the standard list of items unless the manufacturer has discontinued that item. The contractor must communicate the manufacturer discontinuation of any product under the contract to the Boone County Purchasing Department. In such instances, the contractor shall work with the Purchasing Department to identify and implement alternative options that shall maintain or reduce costs associated with the replacements while maintaining established quality levels.
- 2.10. **DELIVERY** – The County would prefer janitorial products to be delivered the next day on all orders placed by 4:00 p.m. CST. Next day shall mean next business day. The bidder must indicate in their bid response which items, if any, would not be available for next day delivery. The contractor must deliver all supplies to the locations indicated below.
  - 2.10.1. **Boone County Government Center** – 801 E. Walnut, Columbia, MO 65201. Deliver to the 3<sup>rd</sup> floor lobby.
  - 2.10.2. **Boone County Courthouse** – 705 E. Walnut, Columbia, MO 65201. Deliver to the West side and ring the bell for service.
  - 2.10.3. **Boone County Public Works** – 5551 Highway 63 South, Columbia, MO 65201.
  - 2.10.4. **Johnston Paint Building** – 613 E. Ash Street, Columbia, MO 65201. Deliver to Room 105. Paper products shall be delivered to the storage shed on the North side of the building.
  - 2.10.5. **Boone County Sheriff’s Department** – 2121 County Drive, Columbia, MO 65202.
  - 2.10.6. **Child Support** – 605 E. Walnut, Columbia, Columbia, MO 65201.
  - 2.10.7. **Alternative Sentencing** - 607 E. Ash, Columbia, MO 65201.
- 2.11. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Corresponding Delivery Department at the following address: Facilities Maintenance will cover Boone County Courthouse, Boone County Government Center, Child Support, Alternative Sectencing, and Johnston Paint Building billing at 613 E. Ash Street, Room 105, Columbia, MO 65201. All shipments to Public Works shall be billed to Greg Edington at 5551 Highway 63 South, Columbia, MO 65201. All shipments to Boone County Sheriff’s Department shall be billed to Bob Swartz at 2121 County Drive, Columbia, MO 65202. Payment will be made within 30 days from receipt of an accurate monthly Statement.
  - 2.11.1. **Account Billing** – Separate accounts will be created and maintained for each bill to department listed above.
- 2.12. **RETURN OF GOODS** – County may cancel any purchase at any time for a full credit.
- 2.13. **PRODUCT SUBSTITUTIONS** – Bidders may offer an equal or better product substitute for any standard janitorial supply item. The bidder shall provide a substitute product list indicating the brand being offered. Interpretation of “equal or better” shall be determined at the sole discretion of the County staff.
- 2.14. **SAMPLES** - Boone County reserves the right to request samples after bids are opened and before the award is made. When samples are called for, they must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder’s expense. Each individual sample must be labeled with the bidder’s name and manufacturer’s brand name and number.
- 2.15. **DESIGNEE** – Boone County Facilities Maintenance, 613 E. Ash, Room 105, Columbia, Missouri

65201.

- 2.16. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Tyson Boldan, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: [tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org).
- 2.17. **DESCRIPTIVE LITERATURE** - Bidders proposing to furnish items other than specified must submit complete descriptive literature with bid. Bids received without descriptive literature are subject to rejection.
- 2.18. **METHOD OF ORDERING** - Orders will be requested via telephone, fax or on-line. The Contractor shall be required to confirm receipt of each request. The County would prefer to be able to place orders on-line.

**3. Response Presentation and Review**

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

4. **Response Form**

4.1. Company Name: \_\_\_\_\_

4.2. Address: \_\_\_\_\_

4.3. City/Zip: \_\_\_\_\_

4.4. Phone Number: \_\_\_\_\_

4.5. Fax Number: \_\_\_\_\_

4.6. E-Mail Address: \_\_\_\_\_

4.7. Federal Tax ID: \_\_\_\_\_

4.7.1. ( ) Corporation

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

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

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

**PRICING**

**4.8. JANITORIAL PRODUCTS STANDARD LIST**

	Unit Price	Case Price
4.8.1. <b>Degreaser Cleaner</b> – 409 or Equivalent, Spray Bottle	\$	\$
Manufacturer: _____		
Product Size: _____		
Units Per Case: _____		
4.8.2. <b>Degreaser Refill</b> – 409 or Equivalent	\$	\$
Manufacturer: _____		
Product Size: _____		
Units Per Case: _____		
4.8.3. <b>All Purpose Cleaner</b> – 409 or Equivalent, Spray Bottle	\$	\$
Manufacturer: _____		
Product Size: _____		
Units Per Case: _____		
4.8.4. <b>All Purpose Cleaner Refill</b> – 409 or Equivalent	\$	\$
Manufacturer: _____		
Product Size: _____		
Units Per Case: _____		
4.8.5. <b>Disinfectant Cleaner</b> – Spray Bottle	\$	\$
Manufacturer: _____		
Product Size: _____		
Units Per Case: _____		

	Unit Price	Case Price
4.8.6. <b>Disinfectant Cleaner Refill</b>	\$	\$
Manufacturer:		
Product Size:		
Units Per Case:		
4.8.7. <b>Toilet Bowl Cleaner – Acid Base, Squeeze Bottle</b>	\$	\$
Manufacturer:		
Product Size:		
Units Per Case:		
4.8.8. <b>Toilet Bowl Cleaner – Non-Acid Base, Squeeze Bottle</b>	\$	\$
Manufacturer:		
Product Size:		
Units Per Case:		
4.8.9. <b>Bathroom Cleaner – Comet or Equivalent, Spray Bottle</b>	\$	\$
Manufacturer:		
Product Size:		
Units Per Case:		
4.8.10. <b>Disinfectant Spray – Lysol or Equivalent, Various Scents</b>	\$	\$
Manufacturer:		
Product Size:		
Units Per Case:		
4.8.11. <b>Aerosol Furniture Polish – Pledge or Equivalent</b>	\$	\$
Manufacturer:		
Product Size:		
Units Per Case:		
4.8.12. <b>Aerosol Air Freshener – At Least Three(3) Different Scents</b>	\$	\$
Manufacturer:		
Product Size:		
Units Per Case:		
4.8.13. <b>Air Freshener – Cinnamon Hillyard HIL0107554 or Equivalent</b>	\$	\$
Manufacturer:		
Product Size:		
Units Per Case:		
4.8.14. <b>Glass Cleaner – Trigger Spray Bottle</b>	\$	\$
Manufacturer:		
Product Size:		
Units Per Case:		

Unit Price

Case Price

4.8.15. **Glass Cleaner Refill**

\$

\$

Manufacturer:

Product Size:

Units Per Case:

4.8.16. **Plastic Spray Bottle –With Trigger**

\$

\$

Manufacturer:

Product Size:

Units Per Case:

4.8.17. **Aerosol Stainless Steel Cleaner – Oil Base**

\$

\$

Manufacturer:

Product Size:

Units Per Case:

4.8.18. **Aerosol Stainless Steel Cleaner – Water Base**

\$

\$

Manufacturer:

Product Size:

Units Per Case:

4.8.19. **Bleach**

\$

\$

Manufacturer:

Product Size:

Units Per Case:

4.8.20. **Carpet Stain Remover – Spray Bottle**

\$

\$

Manufacturer:

Product Size:

Units Per Case:

4.8.21. **Carpet Shampoo for Carpet Cleaning Machines**

\$

\$

Manufacturer:

Product Size:

Units Per Case:

4.8.22. **Floor Wax**

\$

\$

Manufacturer:

Product Size:

Units Per Case:

4.8.23. **Floor Stripper**

\$

\$

Manufacturer:

Product Size:

Units Per Case:

4.8.24.	<b>Gojo Foam Soap – Must fit Gojo Foam Soap Dispenser</b>	\$	\$
	Manufacturer:		
	<b>Product Size: 1250 ml</b>		
	Units Per Case:		
4.8.25.	<b>Liquid Hand Soap Refill – Lotion and Anti-Bacterial</b>	\$	\$
	Manufacturer:		
	Product Size:		
	Units Per Case:		
		<b>Unit Price</b>	<b>Case Price</b>
4.8.26.	<b>Hand Soap – D.G.A. plus Antimicrobial Soap, Hillyard HIL121703 or Equivalent</b>	\$	\$
	Manufacturer:		
	Product Size:		
	Units Per Case:		
4.8.27.	<b>Trash Bags – Roll, Clear, 7-10 Gallon, Size 24x24</b>	\$	\$
	Manufacturer:		
	Product Size:		
	Units Per Case:		
4.8.28.	<b>Trash Bags – Roll, Clear, Heavy Duty to Extra Heavy Duty 20-30 Gallon, approximate size 30x37</b>	\$	\$
	Manufacturer:		
	Product Size:		
	Units Per Case:		
4.8.29.	<b>Trash Bags – Roll, Extra Heavy Duty, 50 Gallon or Larger, approximate size 43x48</b>	\$	\$
	Manufacturer:		
	Product Size:		
	Units Per Case:		
4.8.30.	<b>Trash Bags – Roll, Extra Heavy Duty, 50 Gallon, Out Door, Black</b>	\$	\$
	Manufacturer:		
	Product Size:		
	Units Per Case:		
4.8.31.	<b>Mop Heads – Cut End and Loop End, All Sizes</b>	\$	\$
	Manufacturer:		
	Product Size:		
	Units Per Case:		
4.8.32.	<b>Vinyl Gloves – All Sizes</b>	\$	\$

Manufacturer: \_\_\_\_\_

Product Size: \_\_\_\_\_

Units Per Case: \_\_\_\_\_

4.8.33. **Jersey Type Cotton Gloves - All Sizes** \$ \_\_\_\_\_ \$ \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Product Size: \_\_\_\_\_

Units Per Case: \_\_\_\_\_

4.8.34. **Powder Free Latex Gloves – All Sizes** \$ \_\_\_\_\_ \$ \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Product Size: \_\_\_\_\_

Units Per Case: \_\_\_\_\_

**ALTERNATES**

4.8.35. **Electrolux Vacuum Bags** \$ \_\_\_\_\_ \$ \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Product Size: \_\_\_\_\_

Units Per Case: \_\_\_\_\_

4.8.36. **Windsor Vacuum Bags** \$ \_\_\_\_\_ \$ \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Product Size: \_\_\_\_\_

Units Per Case: \_\_\_\_\_

4.8.37. **Filters for Windsor Back-Pack Vacuum** \$ \_\_\_\_\_ \$ \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Product Size: \_\_\_\_\_

Units Per Case: \_\_\_\_\_

4.8.38. **Micro Fiber Cloths** \$ \_\_\_\_\_ \$ \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Product Size: \_\_\_\_\_

Units Per Case: \_\_\_\_\_

4.8.39. **Toilet Bowl Mops – Not Brush Type** \$ \_\_\_\_\_ \$ \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Product Size: \_\_\_\_\_

Units Per Case: \_\_\_\_\_

**PAPER PRODUCTS****CASE PRICE**4.8.40. **Toilet Tissue per Section 2.5.1.****\$**

Manufacturer:

Sheet Size:

Sheets Per Roll:

Rolls Per Case:

Total Feet Per Case:

4.8.41. **Paper Towels per Section 2.5.2.****\$**

Manufacturer:

Sheet Size:

Sheets Per Roll:

Total Feet Per Case:

4.8.42. **Multi-Fold Natural Towels per Section 2.5.3.****\$**

Manufacturer:

Sheet Size:

Towels Per Package:

Packages Per Case:

4.8.43. **Roll Towels per Section 2.5.4.****\$**

Manufacturer:

Roll Size:

Packages Per Case:

**AIR FRESHENER****CASE PRICE**4.8.44. **DublSoft White Premium 06307 (case of 6 rolls) or equal****\$**

Manufacturer:

Roll Size:

Packages Per Case:

4.8.45. **Georgia Pacific 27170 Kitchen Roll Towels (case of 30 rolls) or equal****\$**

Manufacturer:

Roll Size:

Packages Per Case:

**AIR FRESHENER****CASE PRICE**4.8.46. **Comfresh Air Freshener – Dispensers for 1.6 oz refills**

Manufacturer:

Product Size:

Units Per Case:

4.8.47. **Comfresh Continuous Air Neutralizer Refills – Variety of scents** \$ \_\_\_\_\_ \$ \_\_\_\_\_  
Manufacturer: \_\_\_\_\_  
Product Size: \_\_\_\_\_  
Units Per Case: \_\_\_\_\_

4.9. **Maximum Percentage Increase for Renewal Periods**  
4.9.1. \_\_\_\_\_ % 1<sup>st</sup> Renewal  
4.9.2. \_\_\_\_\_ % 2<sup>nd</sup> Renewal  
4.9.3. \_\_\_\_\_ % 3<sup>rd</sup> Renewal  
4.9.4. \_\_\_\_\_ % 4<sup>th</sup> Renewal

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

4.11. 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

4.12. Please Describe Warranty:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.13. Please Describe On-Line Order Capability:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.14. Delivery ARO: \_\_\_\_\_ days

4.15. Authorized Representative (Sign By Hand):

4.15.1. Type or Print Signed Name: \_\_\_\_\_  
\_\_\_\_\_

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

**(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.

---

Name and Title of Authorized Representative

---

Signature

---

Date



## Standard Terms and Conditions

**Boone County Purchasing**  
613 E. Ash, Room 109  
Columbia, MO 65201  
**Tyson Boldan, Buyer**

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

---

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

14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



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

***“No Bid” Response Form***

Tyson Boldan, 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: 58-20DEC11 Janitorial Products Term & Supply**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

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

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 26<sup>th</sup> day of January 20 12

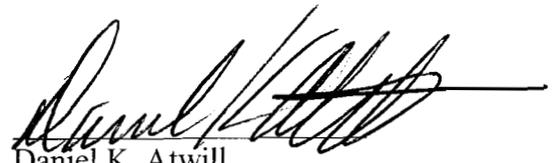
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 57-14DEC11 – Crack Maintenance Services Term and Supply to Vance Brothers Inc. and Frech Paving Company. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

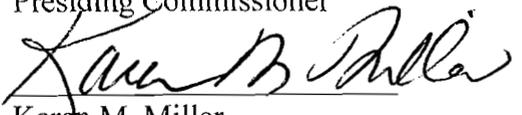
Done this 26<sup>th</sup> day of January, 2012.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner

Absent \_\_\_\_\_  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Tyson Boldan**  
Buyer



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Tyson Boldan, Buyer  
DATE: January 19, 2012  
RE: 57-14DEC11 – Crack Maintenance Services Term and Supply

The Bid for Crack Maintenance Services Term and Supply closed on December 14, 2011. Seven bids were received. Purchasing and Boone County Resource Management recommend a primary award to Vance Brothers Inc., and a secondary award to Frech Paving Company for offering the lowest and best bids for Boone County.

This will be a term and supply contract and will be paid from department 2041 ~~Parks~~ Pavement Preservation, account 71100 – Outside Services. This service and has a \$60,000 budget for this year 2012.

Attached is the Bid Tabulation as well as a department memo for your review.

cc: Contract File

# Boone County Purchasing

Tyson Boldan  
Buyer



601 E. Walnut, Rm. 209  
Columbia, MO 65201  
(573) 886-4392  
(573) 886-4390

---

TO: Dan Haid

FROM: Tyson Boldan  
Buyer

DATE: December 16, 2011

RE: **Bid Award Recommendation – # 57-14DEC11 – Crack Maintenance Term  
and Supply**

Attached is the bid tabulation for the seven responses received for the above referenced bid. Please return this cover sheet with your recommendation by **fax to 886-4390** after you have completed the evaluation of this bid. If you have any questions, please call or e-mail me.

**DEPARTMENT REPLY:**

Please complete the following:

Department Number: 2041

Account Number: 71100

Budgeted: \$60,000

Bid Amount: Term & Supply

Award Amount: Term & Supply

Contingency Amount: Term & Supply

Total (contract award + contingency): Term & Supply

Award Bid by low bid to Vance Brothers Inc.

Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).

Recommend rejecting bid for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature: Stan Shawver Date: 12/28/11  
Stan Shawver



# Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER  
801 E. WALNUT ROOM 315 COLUMBIA, MO 65201-7730  
(573) 886-4330 FAX (573) 886-4340

STAN SHAWVER, DIRECTOR

PLANNING – INSPECTIONS – ENGINEERING

DERIN CAMPBELL, CHIEF ENGINEER

---

Date: December 28, 2011  
To: Tyson Bolden  
From: Dan Haid, P.E.  
Subject: Bid Award Recommendation - #57-14DEC11 – Crack Maintenance Term & Supply

---

Please award the primary contract for the above referenced bid to the low bidder, Vance Brothers, Inc. Because contracting this type of work is new to Boone County, and as such first hand experience with the performance of any contractor is not known, it is recommended that Frech Paving Company, the second low bidder, be awarded a secondary contract to be used if the primary is unable to perform the work in a manner that meets Boone County's expectations.



**PURCHASE AGREEMENT  
FOR  
CRACK MAINTENANCE TERM AND SUPPLY**

THIS AGREEMENT dated the 26 day of January 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Vance Brothers, 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 **Crack Maintenance Term and Supply**, County of Boone Request for Bid number **57-14DEC11**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated **December 14, 2011** and executed by **Jeff Vance**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Contract Duration** - This agreement shall commence on the date of award of this contract and extend through **December 31, 2012** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **two (2) additional one year periods** subject to the pricing clauses in the contractor's RFB response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items and services per the bid specifications and responded to on the Response Form, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

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

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

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

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

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

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

**VANCE BROTHERS, INC.**

by Julie Willis  
title Asst. Secretary

address 5201 Brighton  
Kansas City MO 64130

**BOONE COUNTY, MISSOURI**

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

**APPROVED AS TO FORM:**

[Signature]  
County Counselor

**ATTEST:**

Wendy S. Noren CC  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

Jane E. Pitchford  
Signature by cej

1/20/12  
Date

2041/71100 Term/Supply  
No Encumbrance Required  
Appropriation Account

4. Response Form

4.1. Company Name: Vance Brothers, Inc.

4.2. Address: 5201 Brighton

4.3. City/Zip: Kansas City, MO 64130

4.4. Phone Number: 816-923-4325

4.5. Fax Number: 816-923-6472

4.6. Federal Tax ID: 44-0577983

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

4.7. PRICING

DESCRIPTION	2012 Unit Price	1 <sup>st</sup> 1 Year Max. Renewal Increase	2 <sup>nd</sup> 1 Year Max. Renewal Increase
4.7.1. Bituminous Pavement Crack Filling:	\$ <u>2.65</u> /lb.	<u>5</u> %	<u>5</u> %
4.7.2. Bituminous Pavement Crack Sealing :	\$ <u>3.05</u> /lb.	<u>5</u> %	<u>5</u> %
4.7.3. PCC Pavement Joint/Crack Filling:	\$ <u>2.65</u> /lb.	<u>5</u> %	<u>5</u> %
4.7.4. PCC Pavement Joint/Crack Sealing:	\$ <u>3.75</u> /lb.	<u>5</u> %	<u>5</u> %

4.7.5 The Bidder will require notice a minimum of 15 days between assignment of work and beginning the work.

4.7.6 Will the bidder require a minimum quantity of material to be performed by this contract? \_\_\_\_\_  
If so, please describe: 10,000 lb

4.7.7 Will the bidder require a minimum quantity of material to be performed per mobilization request? \_\_\_\_\_  
If so, please describe: 5,000 lb

4.8. Bidders must include all information required in Section 2.8. with their bid response.

4.9. 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.

4.10.1. Authorized Representative (Sign By Hand): [Signature]

4.10.2. Type or Print Signed Name: Jeff Vance

4.10.3. Today's Date: 12-14-11

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

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

**ATTACHMENT A**  
**STATEMENT OF BIDDER'S QUALIFICATIONS**

(File with Bid Form)

1. Number of years in business: 88 years If not under present firm name, list previous firm names and types of organizations.

---

---

---

2. Previous Work: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
	<u>Pettis County - MO DOT</u>	<u>\$108,000</u>	<u>100% May 2011</u>
	<u>Clay County - MO DOT</u>	<u>\$128,000</u>	<u>100% April 2011</u>
	<u>Jackson County - MO DOT</u>	<u>\$500,000</u>	<u>100% August 2011</u>

3. General type of work performed:

Bituminous Pavement Crack Filling

4. There has been no default in any contract completed or un-completed except as noted below:

- (a) Number of contracts on which default was made: 0  
(b) Description of defaulted contracts and reason therefor:

---

---

5. List references:

Eric Mothersbaugh - Senior Inspector MO DOT 660-530-5583  
Kurtis Hathaway - Senior Inspector MO DOT 816-365-7065  
Chris Fryer - Senior Inspector MO DOT 816-728-0367

Dated at Kansas City, MO

this 14<sup>th</sup> day of December, ~~200~~ 2011.

Vance Bros Inc  
Name of Organization(s)

By [Signature]  
(Signature)

Vice Pres  
(Title of person signing)



BOONE COUNTY, MISSOURI  
Request for Bid #: 57-14DEC11 – Crack Maintenance Term and Supply

**ADDENDUM #1** - Issued December 2, 2011

This addendum is issued in accordance with the Primary Specifications 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. Backer Rod will not be required as part of this contract. All language referring to its use shall be ignored.
2. The Contractor shall be responsible for sweeping debris from roadway, at no additional cost to the County, if debris produced by the preparation of cracks becomes a nuisance.
3. References to combination wand tip/squeegee disks in the specifications for Bituminous Pavement Crack Sealing and Bituminous Pavement Crack Filling shall be ignored. Contractor shall use squeegee method as indicated in the specifications.
4. For sealing vs. filling payment on a given road, if the County elects to use more than one treatment method, the following language will apply:

After the award of the contract, the Contractor will be provided a more complete list of roads on which to perform the work. Before the work is begun, the Contractor shall provide to the County an estimate of the percentage of each pay item that will be performed on each road on the list (ex. 10% Bituminous Crack Sealing, 90% Bituminous Crack Seal Filling). The County will review this estimate and when agreed upon by both parties, the work will proceed. As part of the weekly and end of work reports required in the specifications (see Method of Measurement sections), the Contractor shall give the actual percentage of each pay item performed on each road. The County will pay no more than 10% above the estimated percentage for the higher priced of the two items in question, if that bid item's actual usage exceeds the estimated amount. The balance of the work for that road will be paid at the lower priced item's unit cost.

Example 1:

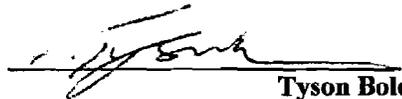
Road:	Main St.
Accepted Bid Price:	Crack Sealing - \$ 2.00/lb., Crack Filling - \$ 1.00/lb
Contractor's Estimate:	10% Crack Sealing, 90% Crack Filling
Actual Usage:	1,000 lbs., 15% Crack Sealing, 85% Crack Filling
Cost:	1,000 lbs. x [(0.15 * \$ 2.00/lb) + (0.85 * \$ 1.00/lb)] = \$ 1,150
Note:	Actual was within 10% of Estimate

Example 2:

Road: First St.  
Accepted Bid Price: Crack Sealing - \$ 2.00/lb., Crack Filling - \$ 1.00/lb  
Contractor's Estimate: 5% Crack Sealing, 95% Crack Filling  
Actual Usage: 1,000 lbs., 20% Crack Sealing, 80% Crack Filling  
Cost: 1,000 lbs. x [(0.15 \* \$ 2.00/lb) + (0.85 \* \$ 1.00/lb)] = \$ 1,150  
Note: Actual was more than 10% above Estimate, paid out at %15

5. The attached list of roads comprises what is expected, but not guaranteed, to be the initial work list given to the Contractor, a list of additional roads to treat is expected to be given to the Contractor later in the construction season.
6. For questions concerning engineering aspects of this Request for Bid please contact Boone County Engineer Dan Haid. Phone (573) 886-4496 and email dhaid@boonecountymo.org

By:

  
Tyson Boldan  
Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid 57-14DEC11 – Crack Maintenance Term and Supply, receipt of which is hereby acknowledged:

Company Name: Vance Bros Inc

Address: 5201 Brighton KCMO 64130

Phone Number: 816 923 4325 Fax Number: 816 923 6472

Authorized Representative Signature:  Date: 12-5-11

Authorized Representative Printed Name: Jeff Vance





**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 57-14DEC11 – Crack Maintenance Term and Supply**

**ADDENDUM #1 - Issued December 2, 2011**

This addendum is issued in accordance with the Primary Specifications 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. Backer Rod will not be required as part of this contract. All language referring to its use shall be ignored.
2. The Contractor shall be responsible for sweeping debris from roadway, at no additional cost to the County, if debris produced by the preparation of cracks becomes a nuisance.
3. References to combination wand tip/squeegee disks in the specifications for Bituminous Pavement Crack Sealing and Bituminous Pavement Crack Filling shall be ignored. Contractor shall use squeegee method as indicated in the specifications.
4. For sealing vs. filling payment on a given road, if the County elects to use more than one treatment method, the following language will apply:

After the award of the contract, the Contractor will be provided a more complete list of roads on which to perform the work. Before the work is begun, the Contractor shall provide to the County an estimate of the percentage of each pay item that will be performed on each road on the list (ex. 10% Bituminous Crack Sealing, 90% Bituminous Crack Seal Filling). The County will review this estimate and when agreed upon by both parties, the work will proceed. As part of the weekly and end of work reports required in the specifications (see Method of Measurement sections), the Contractor shall give the actual percentage of each pay item performed on each road. The County will pay no more than 10% above the estimated percentage for the higher priced of the two items in question, if that bid item's actual usage exceeds the estimated amount. The balance of the work for that road will be paid at the lower priced item's unit cost.

**Example 1:**

Road:	Main St.
Accepted Bid Price:	Crack Sealing - \$ 2.00/lb., Crack Filling - \$ 1.00/lb
Contractor's Estimate:	10% Crack Sealing, 90% Crack Filling
Actual Usage:	1,000 lbs., 15% Crack Sealing, 85% Crack Filling
Cost:	1,000 lbs. x [(0.15 * \$ 2.00/lb) + (0.85 * \$ 1.00/lb)] = \$ 1,150
Note:	Actual was within 10% of Estimate

**Example 2:**

Road: First St.  
Accepted Bid Price: Crack Sealing - \$ 2.00/lb., Crack Filling - \$ 1.00/lb  
Contractor's Estimate: 5% Crack Sealing, 95% Crack Filling  
Actual Usage: 1,000 lbs., 20% Crack Sealing, 80% Crack Filling  
Cost: 1,000 lbs. x [(0.15 \* \$ 2.00/lb) + (0.85 \* \$ 1.00/lb)] = \$ 1,150  
Note: Actual was more than 10% above Estimate, paid out at %15

5. The attached list of roads comprises what is expected, but not guaranteed, to be the initial work list given to the Contractor, a list of additional roads to treat is expected to be given to the Contractor later in the construction season.
6. For questions concerning engineering aspects of this Request for Bid please contact Boone County Engineer Dan Haid. Phone (573) 886-4496 and email dhaid@boonecountymo.org

By:

  
Tyson Boldan  
Buyer

**OFFEROR has examined copy of Addendum #1 to Request for Bid 57-14DEC11 – Crack Maintenance Term and Supply, receipt of which is hereby acknowledged:**

Company Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_

## Crack Maintenance Initial Road List

Road Name	Description	Width (ft)	Length (ft)	Area (sq ft)	Plan Treatment
St. Charles Rd.	East of Elderbrook to Grace Ln.	22	6605	16146	2012 AC Overlay
Boothe Ln. *	Hwy 40 to Walnut Grove Ln.	22	7656	18715	2012 Chip Seal
Walnut Grove Ln. *	Hwy J to Boothe Ln.	22	2798	6840	2012 Chip Seal
Old Hwy 124 *	Hwy 124 to Centrailia SRD	22	14890	36398	2012 Chip Seal
Prathersville Rd.	Hwy 763 to Lakeside Drive	22	5900	14422	2012 Chip Seal
Henderson Rd.	Entire Length	22	3800	9289	2012 Chip Seal
Semon Rd.	Hwy 40 to Henderson Road	22	475	1161	2012 Chip Seal
Wagon Trail Rd.	763 to EOP	22	7100	17356	2012 Chip Seal
Crump Ln.	Martin Ln. to City Limits	22	6390	15620	2012 Chip Seal
Martin Ln.	Crump Ln. to Hwy 63 Outer Rd.	22	2700	6600	2012 Chip Seal
Olivet *	New Haven Rd. to Richland Rd.	22	13116	32061	2012 Chip Seal
Liberty Ln.	Hwy M to Concrete	22	10130	24762	2012 Chip Seal
Old Route A	Entire Length	20	5702	12671	2012 Chip Seal
North Mt. Pleasant	Old 63 South to South Mt. Pleasant	20	6800	15111	2012 Chip Seal
South Mt. Pleasant	North Mt. Pleasant to EOP	20	1214	2698	2012 Chip Seal
Christian School Rd.	Old 63 South to Albert Rd.	22	11035	26974	2012 Chip Seal
Old Millers Rd.	Hwy 63 to Rolling Hills Rd.	20	1500	3333	2012 Chip Seal
Old Millers Rd. Access	Old Millers Rd. to Rolling Hills Rd.	22	170	416	2012 Chip Seal
Rolling Hills Rd.	Old Millers Rd. to Hwy 63	24	2050	5467	2012 Chip Seal
Burr Oak Rd.	Hwy K to Grocery Branch	22	10,935	26,730	2012 Fog Seal
Grocery Branch Rd.	Burr Oak Rd. to Railroad St.	22	3,750	9,167	2012 Fog Seal
Hinton Rd.	Hwy 63 to Hwy VV	21	2,560	5,973	2013 Chip Seal
Peabody Rd.	Hwy 63 to EOP	23	4,640	11,858	2013 Chip Seal
Tomlin Hill Rd.	Pierpont CL to EOP	22	5,425	13,261	2013 Chip Seal
Mount Zion Church Rd.	Hwy B to Hwy Z	22	24,835	60,708	2013 Chip Seal
Rollingwood Boulevard	Hwy 40 to Mapleview Drive	22	2,850	6,967	2013 Chip Seal
<b>Total</b>			<b>Linear Feet</b>	<b>158421.0</b>	<b>384557</b>
			<b>Miles</b>	<b>30.0</b>	



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

## *Request for Bid (RFB)*

***Tyson Boldan, Buyer***  
(573) 886-4392 – Fax: (573) 886-4390  
Email: [tboldan@boonecountymmo.org](mailto:tboldan@boonecountymmo.org)

---

### ***Bid Data***

Bid Number: **57-14DEC11**  
Commodity Title: **Crack Maintenance Term & Supply**

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

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

Day / Date: **Wednesday, December 14, 2011**  
Time: **1:15 P.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
613 E. Ash, Room 109  
Columbia, MO 65201**  
Directions: **The Purchasing Department is located on the Southeast corner at 7<sup>th</sup> Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available.**

#### ***Bid Opening***

Day / Date: **Wednesday, December 14, 2011**  
Time: **1:15 P.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
613 E. Ash, Room 109  
Columbia, MO 65201**  
Directions: **The Purchasing Department is located on the Southeast corner at 7<sup>th</sup> Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available.**

**Pre-Bid Conference:** **An optional pre-bid conference has been scheduled for November 30, 2011 at 10:00 A.M. in the Boone County Resource Management office, Boone County Government Center 801 E. Walnut, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **strongly urged** to attend.**

---

***Bid Contents***

---

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- Attachment A **Statement of Bidders Qualifications**
- Debarment Certificate**
- Certification of Individual Bidder Affidavit**
- Work Authorization Certification**
- Standard Terms and Conditions**
- No Bid Response Form**
- Special Provisions**
- Details**

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

1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.

1.2. **DEFINITIONS**

1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.

*Department(s) or Office(s)* - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.

*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.

1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.

*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

*Supplier* - All business(s) entities which may provide the subject goods and/or services.

1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.

1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.

1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: [www.showmeboone.com](http://www.showmeboone.com)

Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.

1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.

1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.

1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any

- resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of all labor, materials, equipment, coordinating and scheduling, and related items required to perform crack filling and/or crack sealing on roads as directed by the Boone County Personnel.
- 2.2. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from **January 01, 2012 through December 31, 2012 and may be automatically renewed for up to an additional two (2) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
  - 2.2.1 **Contract Extension** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.3. **QUANTITY** – Approximately 40,000 lbs. of crack filling material is anticipated to be provided and installed by the Contractor by any or all methods bid by the Contractor. This quantity is an **estimate only** and is based on anticipated future requirements, and as such, does not constitute a guarantee on the part of the County. The County reserves the right to increase or decrease the quantities estimated as needed. The County will direct the Contractor as to which methods will be used. The County does not guarantee a minimum quantity.
  - 2.3.1. **Additional Information** – A list will be provided to the Contractor prioritizing roads to receive treatments. The contractor shall work on roads generally in the order provided.
  - 2.3.2. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
  - 2.3.3 If renewal percentages are not provided for the items listed on the Response Form, then prices during any renewal period shall be the same as during the original contract period.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 15 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** – Crack Filling and Crack Sealing for both Bituminous and PCC pavements will be paid by the pound of sealant/filler material installed per specifications. Contractor shall provide Boone County with documentation of quantity used throughout project as requested and upon completion of work. All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
- 2.6. **TECHNICAL REQUIREMENTS** - All materials provided and work done shall be in accordance with the technical specifications included in this document – **See Special Provisions**
  - 2.6.1. **Installation** – All work shall be done in accordance with the technical specifications included in this document – **See Special Provisions**
  - 2.6.2. **Warranty** - The material and work done by the contractor is expected to last several years. However, if deficiencies arise, including but not limited to sagging, separation, tracking, or pull out within a 1 year period, the Contractor shall remove all defective material and replace in accordance with these specifications at no additional cost to the County.
- 2.7. **BIDDERS RESPONSIBILITIES**
  - 2.7.1. It is the bidder's responsibility to inspect the streets to determine the full extent of the work necessary to complete all work indicated in the bid documents. If the bidder is in doubt of the extent of the work, questions should be raised at least 10 days prior to the bid opening.

- 2.7.2. No sub-contracting will be allowed in this project. All work must be done exclusively by bidder.
- 2.7.3. All work done under this term and supply will be inspected by Boone County personnel.
- 2.8. **BIDDERS EXPERIENCE AND QUALIFICATIONS** – The bidder shall include in the response, written documentation on their qualifications to perform crack filling and crack sealing work and the equipment proposed for use on this project. Included shall be a summary of the bidders experience along with information and references regarding contracts, if any, which have been awarded the bidder by other agencies in the State of Missouri during the last 2 years. Government contract information is preferred, but private contract information is acceptable. This information will be included in the evaluation process in the form of **Attachment A**.
- 2.9. **SCHEDULING** – Work shall be done while conditions are compatible with requirements in the Special Provisions and with manufacturer’s recommendations. Boone County Personnel will provide Contractor with a list of roads to be treated. All work shall be completed in a timely manner agreed upon by the Contractor and County, but should generally proceed at not less than 2 lane miles per calendar day. Weekly, the contractor shall give a report to Boone County personnel noting which roads have been completed and the amount of material installed per specifications.
- 2.11. **PREVAILING WAGE – PREVAILING WAGE IS NOT REQUIRED AS PART OF THIS CONTRACT**
- 2.12. **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.
- 2.12.1. **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.
- 2.12.2. **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 coverages. Should any work be subcontracted, these limits will also apply.
- 2.12.3. **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.
- 2.12.4. **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.
- 2.12.5. **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.
- 2.14. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.15. **LIEN WAIVERS** - Prior to the release of contract amount, contractor shall file with the County the following:
- a) an affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor and other items covered by the contract;
  - b) lien waivers signed by each supplier furnishing materials to the project releasing all claims to said materials;
  - c) lien waivers signed by each sub-contractor furnishing labor to the project releasing all claims against Boone County for said labor.
- 2.16. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Boone County Resource Management Department at the following address: 801 E. Walnut, Room 315, Columbia, MO 65201. Payment shall be made within 30 days of receipt of a complete invoice.
- 2.17. **DESIGNEE** – Boone County Resource Management Department
- 2.18. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Tyson Boldan, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: [tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org).

**3. Response Presentation and Review**

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

4. Response Form

4.1. Company Name: \_\_\_\_\_

4.2. Address: \_\_\_\_\_

4.3. City/Zip: \_\_\_\_\_

4.4. Phone Number: \_\_\_\_\_

4.5. Fax Number: \_\_\_\_\_

4.6. Federal Tax ID: \_\_\_\_\_

4.6.1. ( ) Corporation

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

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

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

4.7. PRICING

DESCRIPTION	2012 Unit Price	1 <sup>st</sup> 1 Year Max. Renewal Increase	2 <sup>nd</sup> 1 Year Max. Renewal Increase
4.7.1. Bituminous Pavement Crack Filling:	\$ _____ /lb.	_____ %	_____ %
4.7.2. Bituminous Pavement Crack Sealing :	\$ _____ /lb.	_____ %	_____ %
4.7.3. PCC Pavement Joint/Crack Filling:	\$ _____ /lb.	_____ %	_____ %
4.7.4. PCC Pavement Joint/Crack Sealing:	\$ _____ /lb.	_____ %	_____ %

4.7.5 The Bidder will require notice a minimum of \_\_\_\_\_ days between assignment of work and beginning the work.

4.7.6 Will the bidder require a minimum quantity of material to be performed by this contract? \_\_\_\_\_  
If so, please describe: \_\_\_\_\_

4.7.7 Will the bidder require a minimum quantity of material to be performed per mobilization request? \_\_\_\_\_  
If so, please describe: \_\_\_\_\_

4.8. Bidders must include all information required in Section 2.8. with their bid response.

4.9. 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.

4.10.1. Authorized Representative (Sign By Hand):

4.10.2. Type or Print Signed Name: \_\_\_\_\_

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

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

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

**ATTACHMENT A**  
**STATEMENT OF BIDDER'S QUALIFICATIONS**

(File with Bid Form)

1. Number of years in business: \_\_\_\_\_ If not under present firm name, list previous firm names and types of organizations.

---

---

---

2. Previous Work: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
------	-----------	--------------------	-------------------

---

---

---

3. General type of work performed:

---

4. There has been no default in any contract completed or un-completed except as noted below:

(a) Number of contracts on which default was made: \_\_\_\_\_

(b) Description of defaulted contracts and reason therefor:

---

---

5. List references:

---

---

---

Dated at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_\_.

\_\_\_\_\_  
Name of Organization(s)

By \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Title of person signing)

**(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.

---

Name and Title of Authorized Representative

---

Signature

---

Date

**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

**AFFIDAVIT**  
**(Only Required for Individual Bidder Certification Option #2)**

State of Missouri            )  
  )SS.  
County of \_\_\_\_\_ )

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

On the date above written \_\_\_\_\_ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

\_\_\_\_\_  
Notary Public

My Commission Expires:





## Standard Terms and Conditions

**Boone County Purchasing**  
613 E. Ash, Room 109  
Columbia, MO 65201  
**Tyson Boldan, Buyer**

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

---

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

14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



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

***"No Bid" Response Form***

Tyson Boldan, 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: 57-14DEC11 – Crack Maintenance Term & Supply**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

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

# **SPECIAL PROVISIONS**

## Bituminous Pavement Crack Sealing

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

This work shall consist of preparing (including routing) and sealing cracks in bituminous pavement as shown on the plans or as directed by Boone County personnel.

#### 1.2 BASIS OF PAYMENT

A. Bituminous Pavement Crack Sealing will be paid by the pound for the actual amount of material installed per specifications.

#### 1.3 MEATHOD OF MEASUREMENT

A. Weekly throughout the course of the work, and upon completion of all assigned work, the Contractor shall provide to the County, reports listing amount of material (pounds) installed per specifications and indicating roads which were completed.

### PART 2 – PRODUCTS

#### 2.1 MATERIAL

- A. The sealant shall be a hot applied, polymer modified, asphalt based material containing at least 15% crumb rubber in accordance with ASTM 6690, Type 2 or 3, with hot and cold weather performance characteristics compatible with local climate.
- B. Backer Rod shall be closed cell material in accordance with ASTM D5249, Type 1, compatible with hot applied sealant/filler. No additional payment will be made for its use.

### PART 3 – CONSTRUCTION REQUIREMENTS

- 3.1 The contractor shall perform Bituminous Pavement Crack Sealing as directed by Boone County Personnel on cracks 1/8" wide and wider.
- 3.2 The sealant manufacturer's technical representative shall be notified by the Contractor and shall be present during the initial sealing procedure. Before beginning the work, the Contractor is required to demonstrate, to the satisfaction of the manufacturer's representative and the Engineer, his competence in applying the sealant in accordance with the manufacturer's specifications. A certification from the manufacturer's representative stating he has observed the contractor's procedures as listed and using the same equipment by the same employees within the past 12 months will satisfy this requirement.
- 3.3 Sealant shall not be placed when the pavement is wet.
- 3.4 The contractor shall furnish to the engineer the manufacturer's recommendations for mixing and application, including temperature restrictions, and shall prepare and apply the crack sealant in accordance with the manufacturer's recommendations.
- 3.5 Cracks shall be routed or sawed to provide a reservoir centered over the existing crack. The reservoir shall be slightly larger than the existing crack, with a minimum size of ½ inch wide x ½" deep. If backer rod is to be used, the crack shall be routed or sawed the additional depth needed to maintain the required thickness of material as shown in the details.
- 3.6 Backer Rod should be used when the crack width is ½" or wider, or when neglecting its use would result in excessive use of sealant.

- 3.7 The crack shall be cleaned and dried with a hot compressed-air lance. Care should be taken to not overheat the crack. Crack sealing shall follow closely behind to avoid moisture condensation from forming in the crack. All loose and foreign material including existing crack sealant and/or filler material shall be removed from the crack. Loose material on the surface within 2" of the crack shall be removed to permit proper adhesion.
- 3.8 The sealant shall be applied to the reservoir from the bottom up. The reservoir shall be slightly overfilled and excess material squeegeed with a V or U-shaped squeegee, level to the adjoining surface pavement forming a wipe zone 3 to 4 inches wide. Alternately a combination wand tip/squeegee disk may be used if similar results can be achieved.
- 3.9 The contractor shall apply a light coating of sand or other blotting material to the surface of the newly placed sealant if traffic results in tracking of the crack sealing material. No additional payment will be made for sand or blotting material.

#### **PART 4 – PERFORMANCE**

- 4.1 The material and work done by the contractor is expected to last several years. However, if deficiencies arise, including but not limited to sagging, separation, tracking, or pull out within a 1 year period, the Contractor shall remove all defective material and replace in accordance with these specifications at no additional cost to the County.

**END OF SECTION**

## **Portland Cement Concrete Pavement Joint/Crack Sealing**

### **PART 1 – GENERAL**

#### **1.1 PROJECT DESCRIPTION**

This work shall consist of preparing and sealing existing transverse and longitudinal joints, and cracks in Portland Cement Concrete Pavement (PCCP) as as directed by Boone County personnel.

#### **1.2 BASIS OF PAYMENT**

A. Portland Cement Concrete Pavement Joint/Crack Sealing will be paid by the pound for the actual amount of material installed per specifications.

#### **1.3 MEETHOD OF MEASUREMENT**

A. Weekly throughout the course of the work, and upon completion of all assigned work, the Contractor shall provide to the County, reports listing amount of material (pounds) installed per specifications and indicating roads which were completed.

### **PART 2 – PRODUCTS**

#### **2.1 MATERIAL**

- A. The sealant shall be a hot applied, polymer modified, asphalt based material containing at least 15% crumb rubber in accordance with ASTM 6690, Type 2 or 3, with hot and cold weather performance characteristics compatible with local climate.
- B. Backer Rod shall be closed cell material in accordance with ASTM D5249, Type 1, compatible with hot applied sealant/filler. No additional payment will be made for its use.

### **PART 3 – CONSTRUCTION REQUIREMENTS**

- 3.1 The contractor shall perform Portland Cement Pavement Joint/Crack Sealing as directed by Boone County Personnel on cracks 1/8" wide and wider.
- 3.2 The sealant manufacturer's technical representative shall be notified by the Contractor and shall be present during the initial sealing procedure. Before beginning the work, the Contractor is required to demonstrate, to the satisfaction of the manufacturer's representative and the Engineer, his competence in applying the sealant in accordance with the manufacturer's specifications. A certification from the manufacturer's representative stating he has observed the contractor's procedures as listed and using the same equipment by the same employees within the past 12 months will satisfy this requirement.
- 3.3 Sealant shall not be placed when the pavement is wet.
- 3.4 The contractor shall furnish to the engineer the manufacturer's recommendations for mixing and application, including temperature restrictions, and shall prepare and apply the crack sealant in accordance with the manufacturer's recommendations.
- 3.5 Cracks shall be routed or sawed to provide a reservoir centered over the existing crack. The reservoir shall be slightly larger than the existing crack, with a minimum size of 3/8 inch wide x d/4 deep, where d is the thickness of the pavement. If backer rod is to be used, the crack shall be routed or sawed the additional depth needed to maintain the required thickness of material as shown in the details.

- 3.6** The crack shall be cleaned and dried with a hot compressed-air lance. Care should be taken to not overheat the crack. Crack sealing shall follow closely behind to avoid moisture condensation from forming in the crack. All loose and foreign material including existing crack sealant and/or filler material shall be removed from the crack. Loose material on the surface within 2" of the crack shall be removed to permit proper adhesion.
- 3.7** Sealant shall be applied to the joint or reservoir uniformly from the bottom to slightly below the surface (~1/8"). Do not squeegee or smear. Any excess material shall be removed from the pavement surface immediately.

#### **PART 4 – PERFORMANCE**

- 4.1** The material and work done by the contractor is expected to last several years. However, if deficiencies arise, including but not limited to sagging, separation, tracking, or pull out within a 1 year period, the Contractor shall remove all defective material and replace in accordance with these specifications at no additional cost to the County.

**END OF SECTION**

## Bituminous Pavement Crack Filling

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

This work shall consist of preparing and filling cracks in bituminous pavement as directed by Boone County personnel.

#### 1.2 BASIS OF PAYMENT

- A. Bituminous Pavement Crack Filling will be paid by the pound for the actual amount of material installed per specifications.

#### 1.3 MEATHOD OF MEASUREMENT

- A. Weekly throughout the course of the work, and upon completion of all assigned work, the Contractor shall provide to the County, reports listing amount of material (pounds) installed per specifications and indicating roads which were completed.

### PART 2 – PRODUCTS

#### 2.1 MATERIAL

- A. The filler material shall be a hot applied, polymer modified, asphalt based material containing at least 15% crumb rubber in accordance with ASTM 6690, Type 2 or 3, with hot and cold weather performance characteristics compatible with local climate.
- B. Backer Rod shall be closed cell material in accordance with ASTM D5249, Type 1, compatible with hot applied sealant/filler. No additional payment will be made for its use.

### PART 3 – CONSTRUCTION REQUIREMENTS

- 3.1 The contractor shall perform Bituminous Pavement Crack Filling as directed by Boone County Personnel on cracks 1/8" wide and wider.
- 3.2 The filler material manufacturer's technical representative shall be notified by the Contractor and shall be present during the initial sealing procedure. Before beginning the work, the Contractor is required to demonstrate, to the satisfaction of the manufacturer's representative and the Engineer, his competence in applying the filler material in accordance with the manufacturer's specifications. A certification from the manufacturer's representative stating he has observed the contractor's procedures as listed and using the same equipment by the same employees within the past 12 months will satisfy this requirement.
- 3.3 Filler material shall not be placed when the pavement is wet.
- 3.4 The contractor shall furnish to the engineer the manufacturer's recommendations for mixing and application, including temperature restrictions, and shall prepare and apply the crack filler material in accordance with the manufacturer's recommendations.
- 3.5 Backer Rod should be used when the crack width is 1/2" or wider, or when neglecting its use would result in excessive use of sealant.
- 3.7 The crack shall be cleaned and dried with a hot compressed-air lance. Care should be taken to not overheat the crack. Crack filling shall follow closely behind to avoid moisture condensation from forming in the crack. All loose and foreign material including existing crack sealant and/or

filler material shall be removed from the crack. Loose material on the surface within 2" of the crack shall be removed to permit proper adhesion.

- 3.8 The sealant shall be applied to the reservoir from the bottom up. The reservoir shall be slightly overfilled and excess material squeegeed with a V or U-shaped squeegee, level to the adjoining surface pavement forming a wipe zone 3 to 4 inches wide. Alternately a combination wand tip/squeegee disk may be used if similar results can be achieved.
- 3.9 The contractor shall apply a light coating of sand or other blotting material to the surface of the newly placed sealant if traffic results in tracking of the crack sealing material. No additional payment will be made for sand or blotting material.

#### **PART 4 – PERFORMANCE**

- 4.1 The material and work done by the contractor is expected to last several years. However, if deficiencies arise, including but not limited to sagging, separation, tracking, or pull out within a 1 year period, the Contractor shall remove all defective material and replace in accordance with these specifications at no additional cost to the County.

**END OF SECTION**

## **Portland Cement Concrete Pavement Joint/Crack Filling**

### **PART 1 – GENERAL**

#### **1.1 PROJECT DESCRIPTION**

This work shall consist of preparing and filling cracks in Portland Cement Concrete Pavement, as directed by Boone County personnel.

#### **1.2 BASIS OF PAYMENT**

A. Bituminous Pavement Crack Filling will be paid by the pound for the actual amount of material installed per specifications.

#### **1.3 MEATHOD OF MEASUREMENT**

A. Weekly throughout the course of the work, and upon completion of all assigned work, the Contractor shall provide to the County, reports listing amount of material (pounds) installed per specifications and indicating roads which were completed.

### **PART 2 – PRODUCTS**

#### **2.1 MATERIAL**

- A. The filler material shall be a hot applied, polymer modified, asphalt based material containing at least 15% crumb rubber in accordance with ASTM 6690, Type 2 or 3, with hot and cold weather performance characteristics compatible with local climate.
- B. Backer Rod shall be closed cell material in accordance with ASTM D5249, Type 1, compatible with hot applied sealant/filler. No additional payment will be made for its use.

### **PART 3 – CONSTRUCTION REQUIREMENTS**

- 3.1 The contractor shall perform Portland Cement Pavement Joint/Crack Filling as directed by Boone County Personnel on cracks 1/8" wide and wider.
- 3.2 The filler material manufacturer's technical representative shall be notified by the Contractor and shall be present during the initial sealing procedure. Before beginning the work, the Contractor is required to demonstrate, to the satisfaction of the manufacturer's representative and the Engineer, his competence in applying the filler material in accordance with the manufacturer's specifications. A certification from the manufacturer's representative stating he has observed the contractor's procedures as listed and using the same equipment by the same employees within the past 12 months will satisfy this requirement.
- 3.3 Filler material shall not be placed when the pavement is wet.
- 3.4 The contractor shall furnish to the engineer the manufacturer's recommendations for mixing and application, including temperature restrictions, and shall prepare and apply the crack filler material in accordance with the manufacturer's recommendations.
- 3.5 The crack shall be cleaned and dried with a hot compressed-air lance. Care should be taken to not overheat the crack. Crack filling shall follow closely behind to avoid moisture condensation from forming in the crack. All loose and foreign material including existing crack sealant and/or filler material shall be removed from the crack. Loose material on the surface within 2" of the crack shall be removed to permit proper adhesion.

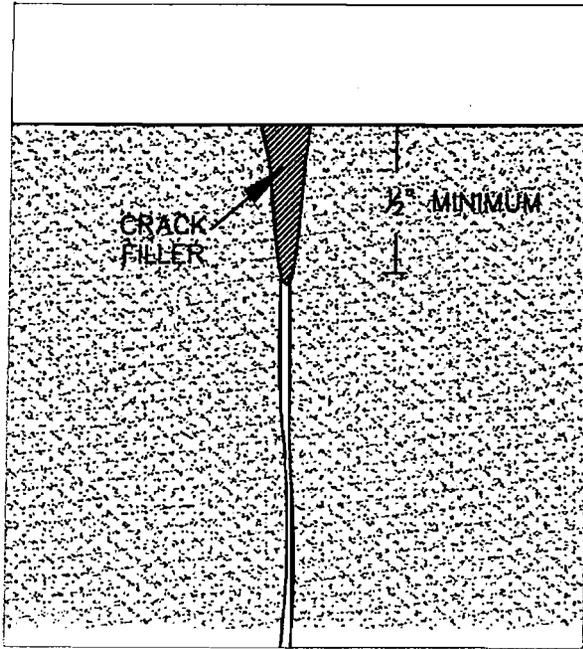
- 3.7** Filler material shall be applied to the joint or reservoir uniformly from the bottom to slightly below the surface (~1/8"). Do not squeegee or smear. Any excess material shall be removed from the pavement surface immediately.

**PART 4 – PERFORMANCE**

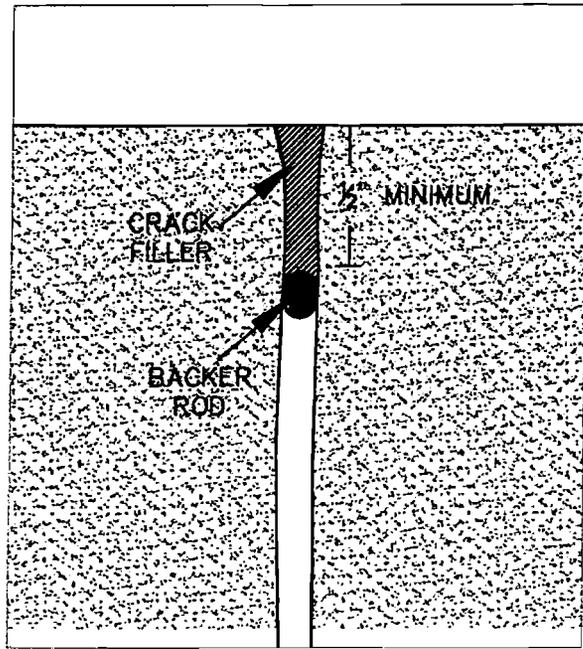
- 4.1** The material and work done by the contractor is expected to last several years. However, if deficiencies arise, including but not limited to sagging, separation, tracking, or pull out within a 1 year period, the Contractor shall remove all defective material and replace in accordance with these specifications at no additional cost to the County.

**END OF SECTION**

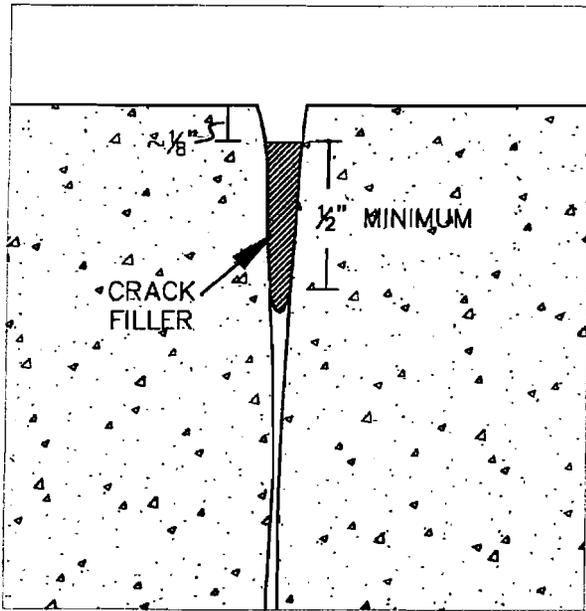
# DETAILS



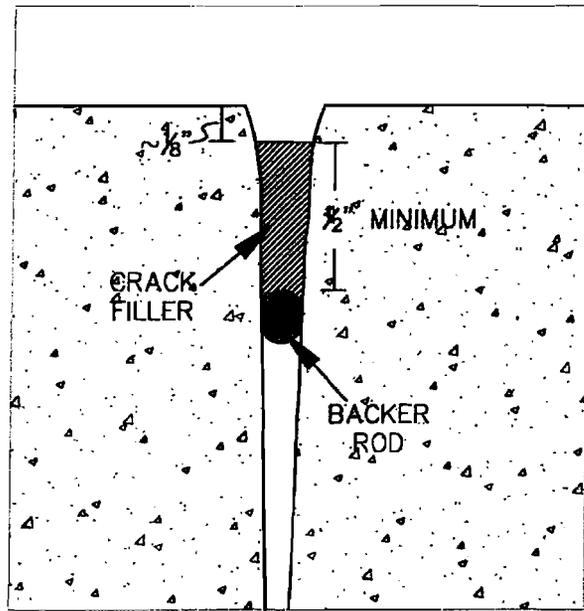
BITUMINOUS PAVEMENT CRACK FILLING  
NOT TO SCALE



BITUMINOUS PAVEMENT CRACK FILLING w/ BACKER ROD  
NOT TO SCALE



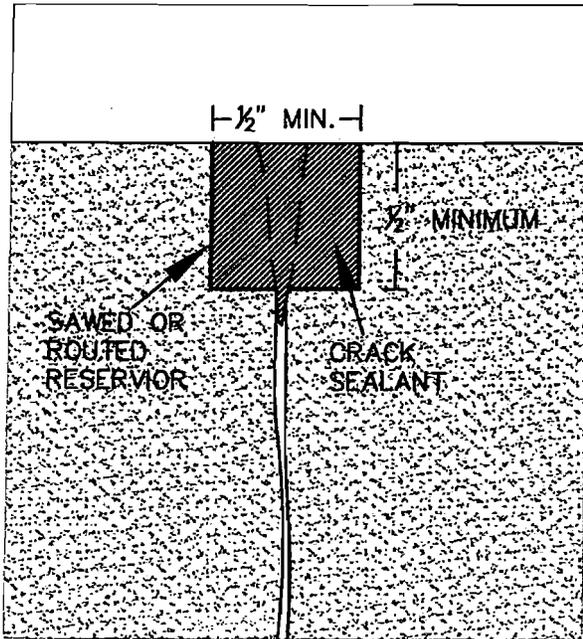
PCC PAVEMENT JOINT/CRACK FILLING  
NOT TO SCALE



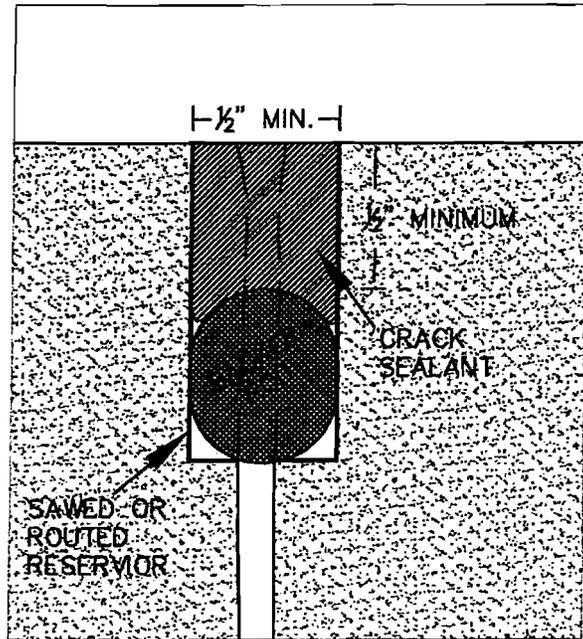
PCC PAVEMENT JOINT/CRACK FILLING w/ BACKER ROD  
NOT TO SCALE

# CRACK FILLING DETAIL

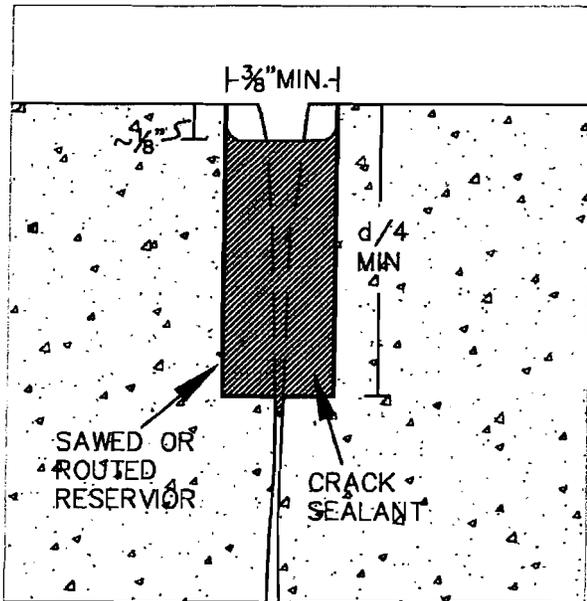
FOR BITUMINOUS AND PORTLAND CEMENT CONCRETE PAVEMENTS



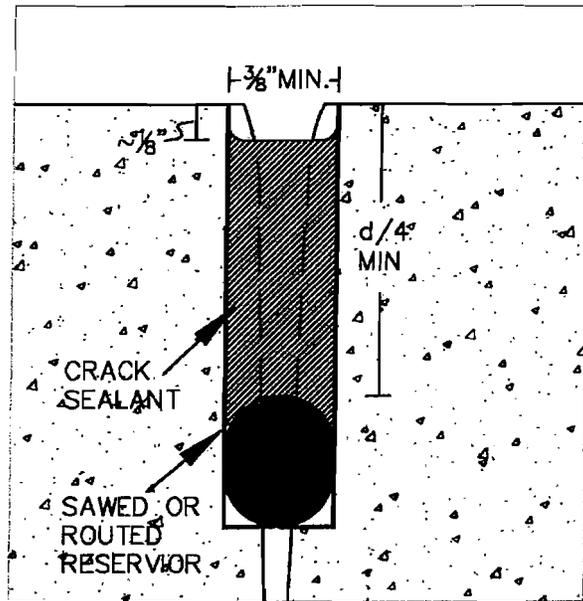
BITUMINOUS PAVEMENT CRACK SEALING  
NOT TO SCALE



BITUMINOUS PAVEMENT CRACK SEALING w/ BACKER ROD  
NOT TO SCALE



PCC PAVEMENT JOINT/CRACK SEALING  
NOT TO SCALE



PCC PAVEMENT JOINT/CRACK SEALING w/ BACKER ROD  
NOT TO SCALE

# CRACK SEALING DETAIL

FOR BITUMINOUS AND PORTLAND CEMENT CONCRETE PAVEMENTS



**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION**

**MEMORANDUM OF UNDERSTANDING**

**ARTICLE I**

**PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Vance Brothers, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

**ARTICLE II**

**FUNCTIONS TO BE PERFORMED**

**A. RESPONSIBILITIES OF THE SSA**

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment

Company ID Number: 142617

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

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

**Employer Vance Brothers, Inc.**

**John Yeldell**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

*Electronically Signed*

**08/06/2008**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

*Electronically Signed*

**08/06/2008**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**PURCHASE AGREEMENT  
FOR  
CRACK MAINTENANCE TERM AND SUPPLY  
SECONDARY PROVIDER**

**THIS AGREEMENT** dated the 26 day of January 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Frech Paving Company**, herein "Contractor".

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for **Crack Maintenance Term and Supply**, County of Boone Request for Bid number **57-14DEC11**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated **December 12, 2011** and executed by **Jim Frech**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on the date of award of this contract and extend through **December 31, 2012** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **two (2) additional one year periods** subject to the pricing clauses in the contractor's RFB response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items and services per the bid specifications and responded to on the Response Form, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

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

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

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

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

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

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

**FRECH PAVING COMPANY**

by [Signature]  
title V.P.

address 5517 O'NEAL Rd.  
COLUMBIA, MO 65202

**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

[Signature]  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

[Signature]  
Signature by [initials]

1/20/12  
Date

2041/71100 Term/Supply  
No Encumbrance Required  
Appropriation Account

4. Response Form

4.1. Company Name: FRECH PAVING CO

4.2. Address: 5517 O'NEAL Rd.

4.3. City/Zip: COLUMBIA, MO 65202

4.4. Phone Number: 573-474-7563

4.5. Fax Number: 573-443-3618

4.6. Federal Tax ID: 43-1803070

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

4.7. PRICING

DESCRIPTION	2012 Unit Price	1 <sup>st</sup> 1 Year Max. Renewal Increase	2 <sup>nd</sup> 1 Year Max. Renewal Increase
4.7.1. Bituminous Pavement Crack Filling:	\$ 3.15 /lb.	15 %	15 %
4.7.2. Bituminous Pavement Crack Sealing :	\$ 3.50 /lb.	15 %	15 %
4.7.3. PCC Pavement Joint/Crack Filling:	\$ 3.25 /lb.	15 %	15 %
4.7.4. PCC Pavement Joint/Crack Sealing:	\$ 4.00 /lb.	15 %	15 %

4.7.5 The Bidder will require notice a minimum of 20 days between assignment of work and beginning the work.

4.7.6 Will the bidder require a minimum quantity of material to be performed by this contract? YES  
If so, please describe: 20,000 POUNDS

4.7.7 Will the bidder require a minimum quantity of material to be performed per mobilization request? YES  
If so, please describe: 750 POUNDS

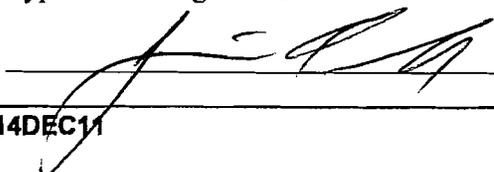
4.8. Bidders must include all information required in Section 2.8. with their bid response.

4.9. 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.

4.10.1. Authorized Representative (Sign By Hand):

JIM FRECH VICE PRESIDENT FRECH PAVING CO

4.10.2. Type or Print Signed Name:



4.10.3. Today's Date: 12-14-11

4.11. 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

# **FRECH** **PAVING CO.**

Date: December 14, 2011

Ref: Term & Supply Crack Maintenance

Sub: Pricing Clarification

To Whom It May Concern:

The price that Frech Paving has quoted does not include any removal of existing crack sealant. This procedure was not an item in the bid documents but was discussed during the pre-bid meeting for this project.

Respectively,  
Frech Paving Co



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 57-14DEC11 – Crack Maintenance Term and Supply**

**ADDENDUM #1 - Issued December 2, 2011**

This addendum is issued in accordance with the Primary Specifications 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. Backer Rod will not be required as part of this contract. All language referring to its use shall be ignored.
2. The Contractor shall be responsible for sweeping debris from roadway, at no additional cost to the County, if debris produced by the preparation of cracks becomes a nuisance.
3. References to combination wand tip/squeegee disks in the specifications for Bituminous Pavement Crack Sealing and Bituminous Pavement Crack Filling shall be ignored. Contractor shall use squeegee method as indicated in the specifications.
4. For sealing vs. filling payment on a given road, if the County elects to use more than one treatment method, the following language will apply:

After the award of the contract, the Contractor will be provided a more complete list of roads on which to perform the work. Before the work is begun, the Contractor shall provide to the County an estimate of the percentage of each pay item that will be performed on each road on the list (ex. 10% Bituminous Crack Sealing, 90% Bituminous Crack Seal Filling). The County will review this estimate and when agreed upon by both parties, the work will proceed. As part of the weekly and end of work reports required in the specifications (see Method of Measurement sections), the Contractor shall give the actual percentage of each pay item performed on each road. The County will pay no more than 10% above the estimated percentage for the higher priced of the two items in question, if that bid item's actual usage exceeds the estimated amount. The balance of the work for that road will be paid at the lower priced item's unit cost.

Example 1:

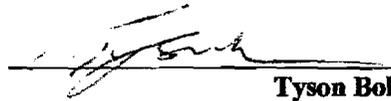
Road:	Main St.
Accepted Bid Price:	Crack Sealing - \$ 2.00/lb., Crack Filling - \$ 1.00/lb
Contractor's Estimate:	10% Crack Sealing, 90% Crack Filling
Actual Usage:	1,000 lbs., 15% Crack Sealing, 85% Crack Filling
Cost:	1,000 lbs. x [(.15 * \$ 2.00/lb) + (.85 * \$ 1.00/lb)] = \$ 1,150
Note:	Actual was within 10% of Estimate

Example 2:

Road: First St.  
Accepted Bid Price: Crack Sealing - \$ 2.00/lb., Crack Filling - \$ 1.00/lb  
Contractor's Estimate: 5% Crack Sealing, 95% Crack Filling  
Actual Usage: 1,000 lbs., 20% Crack Sealing, 80% Crack Filling  
Cost: 1,000 lbs. x [(0.15 \* \$ 2.00/lb) + (0.85 \* \$ 1.00/lb)] = \$ 1,150  
Note: Actual was more than 10% above Estimate, paid out at %15

5. The attached list of roads comprises what is expected, but not guaranteed, to be the initial work list given to the Contractor, a list of additional roads to treat is expected to be given to the Contractor later in the construction season.
6. For questions concerning engineering aspects of this Request for Bid please contact Boone County Engineer Dan Haid. Phone (573) 886-4496 and email dhaid@boonecountymo.org

By:



Tyson Boldan  
Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid 57-14DEC11 – Crack Maintenance Term and Supply, receipt of which is hereby acknowledged:

Company Name:

FRECH PAVING CO

Address:

5517 O'NEAL RD.

COLUMBIA, MO 65202

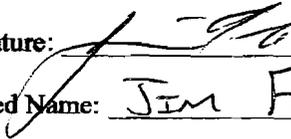
Phone Number:

474-7563

Fax Number:

443-3618

Authorized Representative Signature:



Date:

12-4-11

Authorized Representative Printed Name:

JIM FRECH



# EMC Insurance Companies® No. 953950

P.O. Box 712 • Des Moines, IA 50306-0712

## CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

THOMAS S. NAUGHT, HARRY NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, SUE MARTIN, TIMOTHY P. EASTIN, RICHARD NAUGHT, STEVE NAUGHT, BETH NATIONS, NATALIE LURVEY, TERA HUESGEN, TAMMY WICKHAM, INDIVIDUALLY, JEFFERSON CITY, MISSOURI.....

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

### ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2014 unless sooner revoked.

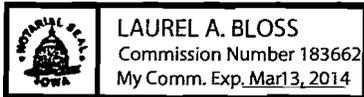
## AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and affect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 21ST day of JANUARY, 2011.

Seals



*Bruce G. Kelley*

Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

*Michael Freel*

Michael Freel Assistant Secretary

On this 21ST day of JANUARY AD 2011 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of each of the Companies. My Commission Expires March 13, 2014.

*Laurel A. Bloss*

Notary Public in and for the State of Iowa

## CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on January 21, 2011 on behalf of Thomas S. Naught, Harry Naught, Teresa Stephenson, Sarah Naught-Bargfrede, Sue Martin, Timothy P. Eastin, Richard Naught, Steve Naught, Beth Nations, Natalie Lurvey, Tera Huesgen, Tammy Wickham are true and correct and are still in full force and effect. Naught, Steve Naught, Beth Nations, Natalie Lurvey, Tera Huesgen, Tammy Wickham In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13<sup>th</sup> day of December, 2011.

*J. D. Clough* Vice-President

**ATTACHMENT A**  
**STATEMENT OF BIDDER'S QUALIFICATIONS**

(File with Bid Form)

1. Number of years in business: 42 If not under present firm name, list previous firm names and types of organizations.

N/A

2. Previous Work: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
<sup>12/8/2011</sup> CITY OF COLUMBIA		\$ 118,500.00	100%
CITY OF BOONVILLE		\$ 251,674.56	100%
<sup>08-24 MAR 11</sup> BOONE COUNTY		\$ 64,709.59	100%

3. General type of work performed:

ASPHALT PAVING, CONCRETE, CRACK SEALING, SEALING

4. There has been no default in any contract completed or un-completed except as noted below:

(a) Number of contracts on which default was made: -0-

(b) Description of defaulted contracts and reason therefor:

N/A

5. List references:

C. L. RECHARDSON 573-657-9557

COLUMBIA PARKS + REC (TONY) 874-7537

ES+S 445-8331

Dated at 12-14-11 FRECH PAVING CO

this 12 day of DECEMBER, 200 11.

FRECH PAVING CO  
Name of Organization(s)

By [Signature]  
(Signature)

VICE PRESIDENT  
(Title of person signing)

# **FRECH** **PAVING CO.**

Date: December 14, 2011

Ref: Term & Supply Crack Maintenance

Sub: Documentation of Qualifications

To Whom It May Concern:

For the past 22 years, Frech Paving Co has performed crack maintenance for various government agencies, commercial and residential customers. Frech Paving has performed this type of work with Parks and Recreation and City of Columbia Housing Authority within the past 2 years. Frech Paving has a Marathon Kera 145HD rubberized asphalt kettle, numerous routers, heat lances and air compressors to perform the work that is being quoted for the term and supply contract. Most of our employees have been with us for many years and completely understand the proper procedures to perform this work.

Respectively,  
Frech Paving Co

Please complete and return with Contract)

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

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.

JIM FRECH VICE PRESIDENT, FRECH PAVING CO  
Name and Title of Authorized Representative

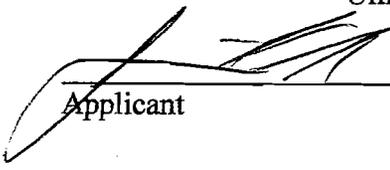
  
Signature

12-14-11  
Date

**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.

- X 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.

      12-14-11  
Applicant                                      Date

JEN FRECH  
Printed Name

SEE ATTACHED MO DRIVERS LICENSE

**MISSOURI**  
COMMERCIAL DRIVER LICENSE  
License Number **S21T242085** DAS-123456  
**FRECH**  
**JAMES EDWARD**  
5385 STEEP CREEK RD  
COLUMBIA, MO 65203  
Birth date: 05-29-1978 Expiration Date: 05-29-2017  
Male, 5'10" 150 lbs Brown Eyes  
Restrictions: Endorsements:  
M



*James Frech*



## Case Administration

[Initial Verification](#)  
[View Cases](#)

## User Administration

[Change Password](#)  
[Pwd Challenge Q&A](#)  
[Change Profile](#)

## Site Administration

[Add User](#)  
[View Users](#)  
[Maintain Company](#)  
[Terminate Company Participation](#)

## Reports

[View Reports](#)

## Company Information

**Company Name:** Frech Paving Co.  
**Company ID Number:** 201800

[View / Edit](#)

### Physical Location:

**Address 1:** 703 Wildrose Pl  
**Address 2:**  
**City:** Columbia  
**State:** MO  
**Zip Code:** 65201  
**County:** BOONE

### Mailing Address:

**Address 1:** 5517 O Neal Rd.  
**Address 2:**  
**City:** Columbia  
**State:** MO  
**Zip Code:** 65202

**Employer Identification Number:** 43180307

**Total Number of Employees:** 5 to 9

**Corporate / Parent Company:**

### Organization Designation:

**Employer Category:** None of these categories apply

**NAICS Code:** 238 - SPECIALTY TRADE CONTRACTORS

[View / Edit](#)

**Total Hiring Sites:** 1

[View / Edit](#)

**Total Points of Contact:** 2

[View / Edit](#)



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 57-14DEC11 – Crack Maintenance Term and Supply**

**ADDENDUM #1 - Issued December 2, 2011**

This addendum is issued in accordance with the Primary Specifications 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. Backer Rod will not be required as part of this contract. All language referring to its use shall be ignored.
2. The Contractor shall be responsible for sweeping debris from roadway, at no additional cost to the County, if debris produced by the preparation of cracks becomes a nuisance.
3. References to combination wand tip/squeegee disks in the specifications for Bituminous Pavement Crack Sealing and Bituminous Pavement Crack Filling shall be ignored. Contractor shall use squeegee method as indicated in the specifications.
4. For sealing vs. filling payment on a given road, if the County elects to use more than one treatment method, the following language will apply:

After the award of the contract, the Contractor will be provided a more complete list of roads on which to perform the work. Before the work is begun, the Contractor shall provide to the County an estimate of the percentage of each pay item that will be performed on each road on the list (ex. 10% Bituminous Crack Sealing, 90% Bituminous Crack Seal Filling). The County will review this estimate and when agreed upon by both parties, the work will proceed. As part of the weekly and end of work reports required in the specifications (see Method of Measurement sections), the Contractor shall give the actual percentage of each pay item performed on each road. The County will pay no more than 10% above the estimated percentage for the higher priced of the two items in question, if that bid item's actual usage exceeds the estimated amount. The balance of the work for that road will be paid at the lower priced item's unit cost.

**Example 1:**

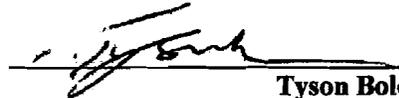
Road:	Main St.
Accepted Bid Price:	Crack Sealing - \$ 2.00/lb., Crack Filling - \$ 1.00/lb
Contractor's Estimate:	10% Crack Sealing, 90% Crack Filling
Actual Usage:	1,000 lbs., 15% Crack Sealing, 85% Crack Filling
Cost:	1,000 lbs. x [(15 * \$ 2.00/lb) + (.85 * \$ 1.00/lb)] = \$ 1,150
Note:	Actual was within 10% of Estimate

Example 2:

Road: First St.  
Accepted Bid Price: Crack Sealing - \$ 2.00/lb., Crack Filling - \$ 1.00/lb  
Contractor's Estimate: 5% Crack Sealing, 95% Crack Filling  
Actual Usage: 1,000 lbs., 20% Crack Sealing, 80% Crack Filling  
Cost: 1,000 lbs. x [(0.15 \* \$ 2.00/lb) + (0.85 \* \$ 1.00/lb)] = \$ 1,150  
Note: Actual was more than 10% above Estimate, paid out at %15

5. The attached list of roads comprises what is expected, but not guaranteed, to be the initial work list given to the Contractor, a list of additional roads to treat is expected to be given to the Contractor later in the construction season.
6. For questions concerning engineering aspects of this Request for Bid please contact Boone County Engineer Dan Haid. Phone (573) 886-4496 and email dhaid@boonecountymo.org

By:



Tyson Boldan  
Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid 57-14DEC11 – Crack Maintenance Term and Supply, receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_

## Crack Maintenance Initial Road List

Road Name	Description	Width (ft)	Length (ft)	Area (sq ft)	Next Treatment
St. Charles Rd.	East of Elderbrook to Grace Ln.	22	6605	16146	2012 AC Overlay
Boothe Ln. *	Hwy 40 to Walnut Grove Ln.	22	7656	18715	2012 Chip Seal
Walnut Grove Ln. *	Hwy J to Boothe Ln.	22	2798	6840	2012 Chip Seal
Old Hwy 124 *	Hwy 124 to Centrailia SRD	22	14890	36398	2012 Chip Seal
Prathersville Rd.	Hwy 763 to Lakeside Drive	22	5900	14422	2012 Chip Seal
Henderson Rd.	Entire Length	22	3800	9289	2012 Chip Seal
Semon Rd.	Hwy 40 to Henderson Road	22	475	1161	2012 Chip Seal
Wagon Trail Rd.	763 to EOP	22	7100	17356	2012 Chip Seal
Crump Ln.	Martin Ln. to City Limits	22	6390	15620	2012 Chip Seal
Martin Ln.	Crump Ln. to Hwy 63 Outer Rd.	22	2700	6600	2012 Chip Seal
Olivet *	New Haven Rd. to Richland Rd.	22	13116	32061	2012 Chip Seal
Liberty Ln.	Hwy M to Concrete	22	10130	24762	2012 Chip Seal
Old Route A	Entire Length	20	5702	12671	2012 Chip Seal
North Mt. Pleasant	Old 63 South to South Mt. Pleasant	20	6800	15111	2012 Chip Seal
South Mt. Pleasant	North Mt. Pleasant to EOP	20	1214	2698	2012 Chip Seal
Christian School Rd.	Old 63 South to Albert Rd.	22	11035	26974	2012 Chip Seal
Old Millers Rd.	Hwy 63 to Rolling Hills Rd.	20	1500	3333	2012 Chip Seal
Old Millers Rd. Access	Old Millers Rd. to Rolling Hills Rd.	22	170	416	2012 Chip Seal
Rolling Hills Rd.	Old Millers Rd. to Hwy 63	24	2050	5467	2012 Chip Seal
Burr Oak Rd.	Hwy K to Grocery Branch	22	10,935	26,730	2012 Fog Seal
Grocery Branch Rd.	Burr Oak Rd. to Railroad St.	22	3,750	9,167	2012 Fog Seal
Hinton Rd.	Hwy 63 to Hwy VV	21	2,560	5,973	2013 Chip Seal
Peabody Rd.	Hwy 63 to EOP	23	4,640	11,858	2013 Chip Seal
Tomlin Hill Rd.	Pierpont CL to EOP	22	5,425	13,261	2013 Chip Seal
Mount Zion Church Rd.	Hwy B to Hwy Z	22	24,835	60,708	2013 Chip Seal
Rollingwood Boulevard	Hwy 40 to Mapleview Drive	22	2,850	6,967	2013 Chip Seal
<b>Total</b>		<b>Linear Feet</b>	<b>158421.0</b>	<b>384557</b>	
		<b>Miles</b>	<b>30.0</b>		



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

## *Request for Bid (RFB)*

***Tyson Boldan, Buyer***  
(573) 886-4392 – Fax: (573) 886-4390  
Email: [tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org)

---

### ***Bid Data***

Bid Number: **57-14DEC11**  
Commodity Title: **Crack Maintenance Term & Supply**

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

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

Day / Date: **Wednesday, December 14, 2011**  
Time: **1:15 P.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
613 E. Ash, Room 109  
Columbia, MO 65201**  
Directions: **The Purchasing Department is located on the Southeast corner at 7<sup>th</sup> Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available.**

#### ***Bid Opening***

Day / Date: **Wednesday, December 14, 2011**  
Time: **1:15 P.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
613 E. Ash, Room 109  
Columbia, MO 65201**  
Directions: **The Purchasing Department is located on the Southeast corner at 7<sup>th</sup> Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available.**

**Pre-Bid Conference:** **An optional pre-bid conference has been scheduled for November 30, 2011 at 10:00 A.M. in the Boone County Resource Management office, Boone County Government Center 801 E. Walnut, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **strongly urged** to attend.**

---

***Bid Contents***

---

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- Attachment A **Statement of Bidders Qualifications**
- Debarment Certificate**
- Certification of Individual Bidder Affidavit**
- Work Authorization Certification**
- Standard Terms and Conditions**
- No Bid Response Form**
- Special Provisions**
- Details**

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

1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.

1.2. **DEFINITIONS**

1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.

*Department(s) or Office(s)* - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.

*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.

1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.

*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

*Supplier* - All business(s) entities which may provide the subject goods and/or services.

1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.

1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.

1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: [www.showmeboone.com](http://www.showmeboone.com)

Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.

1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.

1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.

1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any

- resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of all labor, materials, equipment, coordinating and scheduling, and related items required to perform crack filling and/or crack sealing on roads as directed by the Boone County Personnel.
- 2.2. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from **January 01, 2012 through December 31, 2012 and may be automatically renewed for up to an additional two (2) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
  - 2.2.1 **Contract Extension** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.3. **QUANTITY** – Approximately 40,000 lbs. of crack filling material is anticipated to be provided and installed by the Contractor by any or all methods bid by the Contractor. This quantity is an **estimate only** and is based on anticipated future requirements, and as such, does not constitute a guarantee on the part of the County. The County reserves the right to increase or decrease the quantities estimated as needed. The County will direct the Contractor as to which methods will be used. The County does not guarantee a minimum quantity.
  - 2.3.1. **Additional Information** – A list will be provided to the Contractor prioritizing roads to receive treatments. The contractor shall work on roads generally in the order provided.
  - 2.3.2. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
  - 2.3.3 If renewal percentages are not provided for the items listed on the Response Form, then prices during any renewal period shall be the same as during the original contract period.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 15 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** – Crack Filling and Crack Sealing for both Bituminous and PCC pavements will be paid by the pound of sealant/filler material installed per specifications. Contractor shall provide Boone County with documentation of quantity used throughout project as requested and upon completion of work. All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
- 2.6. **TECHNICAL REQUIREMENTS** - All materials provided and work done shall be in accordance with the technical specifications included in this document – **See Special Provisions**
  - 2.6.1. **Installation** – All work shall be done in accordance with the technical specifications included in this document – **See Special Provisions**
  - 2.6.2. **Warranty** - The material and work done by the contractor is expected to last several years. However, if deficiencies arise, including but not limited to sagging, separation, tracking, or pull out within a 1 year period, the Contractor shall remove all defective material and replace in accordance with these specifications at no additional cost to the County.
- 2.7. **BIDDERS RESPONSIBILITIES**
  - 2.7.1. It is the bidder's responsibility to inspect the streets to determine the full extent of the work necessary to complete all work indicated in the bid documents. If the bidder is in doubt of the extent of the work, questions should be raised at least 10 days prior to the bid opening.

- 2.7.2. No sub-contracting will be allowed in this project. All work must be done exclusively by bidder.
- 2.7.3. All work done under this term and supply will be inspected by Boone County personnel.
- 2.8. **BIDDERS EXPERIENCE AND QUALIFICATIONS** – The bidder shall include in the response, written documentation on their qualifications to perform crack filling and crack sealing work and the equipment proposed for use on this project. Included shall be a summary of the bidders experience along with information and references regarding contracts, if any, which have been awarded the bidder by other agencies in the State of Missouri during the last 2 years. Government contract information is preferred, but private contract information is acceptable. This information will be included in the evaluation process in the form of **Attachment A**.
- 2.9. **SCHEDULING** – Work shall be done while conditions are compatible with requirements in the Special Provisions and with manufacturer’s recommendations. Boone County Personnel will provide Contractor with a list of roads to be treated. All work shall be completed in a timely manner agreed upon by the Contractor and County, but should generally proceed at not less than 2 lane miles per calendar day. Weekly, the contractor shall give a report to Boone County personnel noting which roads have been completed and the amount of material installed per specifications.
- 2.11. **PREVAILING WAGE – PREVAILING WAGE IS NOT REQUIRED AS PART OF THIS CONTRACT**
- 2.12. **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.
- 2.12.1. **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.
- 2.12.2. **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 coverages. Should any work be subcontracted, these limits will also apply.
- 2.12.3. **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.
- 2.12.4. **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.
- 2.12.5. **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.
- 2.14. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.15. **LIEN WAIVERS** - Prior to the release of contract amount, contractor shall file with the County the following:
- a) an affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor and other items covered by the contract;
  - b) lien waivers signed by each supplier furnishing materials to the project releasing all claims to said materials;
  - c) lien waivers signed by each sub-contractor furnishing labor to the project releasing all claims against Boone County for said labor.
- 2.16. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Boone County Resource Management Department at the following address: 801 E. Walnut, Room 315, Columbia, MO 65201. Payment shall be made within 30 days of receipt of a complete invoice.
- 2.17. **DESIGNEE** – Boone County Resource Management Department
- 2.18. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Tyson Boldan, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: [tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org).

**3. Response Presentation and Review**

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

4. Response Form

4.1. Company Name:

4.2. Address:

4.3. City/Zip:

4.4. Phone Number:

4.5. Fax Number:

4.6. Federal Tax ID:

4.6.1. ( ) Corporation

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

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

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

4.7. PRICING

	2012 Unit Price	1 <sup>st</sup> 1 Year Max. Renewal Increase	2 <sup>nd</sup> 1 Year Max. Renewal Increase
4.7.1. Bituminous Pavement Crack Filling:	\$ _____ /lb.	_____ %	_____ %
4.7.2. Bituminous Pavement Crack Sealing :	\$ _____ /lb.	_____ %	_____ %
4.7.3. PCC Pavement Joint/Crack Filling:	\$ _____ /lb.	_____ %	_____ %
4.7.4. PCC Pavement Joint/Crack Sealing:	\$ _____ /lb.	_____ %	_____ %

4.7.5 The Bidder will require notice a minimum of \_\_\_\_\_ days between assignment of work and beginning the work.

4.7.6 Will the bidder require a minimum quantity of material to be performed by this contract? \_\_\_\_\_  
If so, please describe: \_\_\_\_\_

4.7.7 Will the bidder require a minimum quantity of material to be performed per mobilization request? \_\_\_\_\_  
If so, please describe: \_\_\_\_\_

4.8. Bidders must include all information required in Section 2.8. with their bid response.

4.9. 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.

4.10.1. Authorized Representative (Sign By Hand):

4.10.2. Type or Print Signed Name:

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

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

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

**ATTACHMENT A**  
**STATEMENT OF BIDDER'S QUALIFICATIONS**

(File with Bid Form)

1. Number of years in business: \_\_\_\_\_ If not under present firm name, list previous firm names and types of organizations.

---

---

---

2. Previous Work: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
------	-----------	--------------------	-------------------

---

---

---

3. General type of work performed:

---

4. There has been no default in any contract completed or un-completed except as noted below:

(a) Number of contracts on which default was made: \_\_\_\_\_

(b) Description of defaulted contracts and reason therefor:

---

---

5. List references:

---

---

---

Dated at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_\_.

\_\_\_\_\_  
Name of Organization(s)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title of person signing)

**(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.

---

Name and Title of Authorized Representative

---

Signature

---

Date

**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







## Standard Terms and Conditions

**Boone County Purchasing**  
613 E. Ash, Room 109  
Columbia, MO 65201  
**Tyson Boldan, Buyer**

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

---

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

14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



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

***"No Bid" Response Form***

Tyson Boldan, 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: 57-14DEC11 – Crack Maintenance Term & Supply**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

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

# **SPECIAL PROVISIONS**

## **Bituminous Pavement Crack Sealing**

### **PART 1 – GENERAL**

#### **1.1 PROJECT DESCRIPTION**

This work shall consist of preparing (including routing) and sealing cracks in bituminous pavement as shown on the plans or as directed by Boone County personnel.

#### **1.2 BASIS OF PAYMENT**

A. Bituminous Pavement Crack Sealing will be paid by the pound for the actual amount of material installed per specifications.

#### **1.3 MEATHOD OF MEASUREMENT**

A. Weekly throughout the course of the work, and upon completion of all assigned work, the Contractor shall provide to the County, reports listing amount of material (pounds) installed per specifications and indicating roads which were completed.

### **PART 2 – PRODUCTS**

#### **2.1 MATERIAL**

- A. The sealant shall be a hot applied, polymer modified, asphalt based material containing at least 15% crumb rubber in accordance with ASTM 6690, Type 2 or 3, with hot and cold weather performance characteristics compatible with local climate.
- B. Backer Rod shall be closed cell material in accordance with ASTM D5249, Type 1, compatible with hot applied sealant/filler. No additional payment will be made for its use.

### **PART 3 – CONSTRUCTION REQUIREMENTS**

- 3.1 The contractor shall perform Bituminous Pavement Crack Sealing as directed by Boone County Personnel on cracks 1/8" wide and wider.
- 3.2 The sealant manufacturer's technical representative shall be notified by the Contractor and shall be present during the initial sealing procedure. Before beginning the work, the Contractor is required to demonstrate, to the satisfaction of the manufacturer's representative and the Engineer, his competence in applying the sealant in accordance with the manufacturer's specifications. A certification from the manufacturer's representative stating he has observed the contractor's procedures as listed and using the same equipment by the same employees within the past 12 months will satisfy this requirement.
- 3.3 Sealant shall not be placed when the pavement is wet.
- 3.4 The contractor shall furnish to the engineer the manufacturer's recommendations for mixing and application, including temperature restrictions, and shall prepare and apply the crack sealant in accordance with the manufacturer's recommendations.
- 3.5 Cracks shall be routed or sawed to provide a reservoir centered over the existing crack. The reservoir shall be slightly larger than the existing crack, with a minimum size of ½ inch wide x ½" deep. If backer rod is to be used, the crack shall be routed or sawed the additional depth needed to maintain the required thickness of material as shown in the details.
- 3.6 Backer Rod should be used when the crack width is ½" or wider, or when neglecting its use would result in excessive use of sealant.

- 3.7** The crack shall be cleaned and dried with a hot compressed-air lance. Care should be taken to not overheat the crack. Crack sealing shall follow closely behind to avoid moisture condensation from forming in the crack. All loose and foreign material including existing crack sealant and/or filler material shall be removed from the crack. Loose material on the surface within 2" of the crack shall be removed to permit proper adhesion.
- 3.8** The sealant shall be applied to the reservoir from the bottom up. The reservoir shall be slightly overfilled and excess material squeegeed with a V or U-shaped squeegee, level to the adjoining surface pavement forming a wipe zone 3 to 4 inches wide. Alternately a combination wand tip/squeegee disk may be used if similar results can be achieved.
- 3.9** The contractor shall apply a light coating of sand or other blotting material to the surface of the newly placed sealant if traffic results in tracking of the crack sealing material. No additional payment will be made for sand or blotting material.

#### **PART 4 – PERFORMANCE**

- 4.1** The material and work done by the contractor is expected to last several years. However, if deficiencies arise, including but not limited to sagging, separation, tracking, or pull out within a 1 year period, the Contractor shall remove all defective material and replace in accordance with these specifications at no additional cost to the County.

**END OF SECTION**

## **Portland Cement Concrete Pavement Joint/Crack Sealing**

### **PART 1 – GENERAL**

#### **1.1 PROJECT DESCRIPTION**

This work shall consist of preparing and sealing existing transverse and longitudinal joints, and cracks in Portland Cement Concrete Pavement (PCCP) as as directed by Boone County personnel.

#### **1.2 BASIS OF PAYMENT**

A. Portland Cement Concrete Pavement Joint/Crack Sealing will be paid by the pound for the actual amount of material installed per specifications.

#### **1.3 MEATHOD OF MEASUREMENT**

A. Weekly throughout the course of the work, and upon completion of all assigned work, the Contractor shall provide to the County, reports listing amount of material (pounds) installed per specifications and indicating roads which were completed.

### **PART 2 – PRODUCTS**

#### **2.1 MATERIAL**

- A. The sealant shall be a hot applied, polymer modified, asphalt based material containing at least 15% crumb rubber in accordance with ASTM 6690, Type 2 or 3, with hot and cold weather performance characteristics compatible with local climate.
- B. Backer Rod shall be closed cell material in accordance with ASTM D5249, Type 1, compatible with hot applied sealant/filler. No additional payment will be made for its use.

### **PART 3 – CONSTRUCTION REQUIREMENTS**

- 3.1 The contractor shall perform Portland Cement Pavement Joint/Crack Sealing as directed by Boone County Personnel on cracks 1/8" wide and wider.
- 3.2 The sealant manufacturer's technical representative shall be notified by the Contractor and shall be present during the initial sealing procedure. Before beginning the work, the Contractor is required to demonstrate, to the satisfaction of the manufacturer's representative and the Engineer, his competence in applying the sealant in accordance with the manufacturer's specifications. A certification from the manufacturer's representative stating he has observed the contractor's procedures as listed and using the same equipment by the same employees within the past 12 months will satisfy this requirement.
- 3.3 Sealant shall not be placed when the pavement is wet.
- 3.4 The contractor shall furnish to the engineer the manufacturer's recommendations for mixing and application, including temperature restrictions, and shall prepare and apply the crack sealant in accordance with the manufacturer's recommendations.
- 3.5 Cracks shall be routed or sawed to provide a reservoir centered over the existing crack. The reservoir shall be slightly larger than the existing crack, with a minimum size of 3/8 inch wide x d/4 deep, where d is the thickness of the pavement. If backer rod is to be used, the crack shall be routed or sawed the additional depth needed to maintain the required thickness of material as shown in the details.

- 3.6** The crack shall be cleaned and dried with a hot compressed-air lance. Care should be taken to not overheat the crack. Crack sealing shall follow closely behind to avoid moisture condensation from forming in the crack. All loose and foreign material including existing crack sealant and/or filler material shall be removed from the crack. Loose material on the surface within 2" of the crack shall be removed to permit proper adhesion.
- 3.7** Sealant shall be applied to the joint or reservoir uniformly from the bottom to slightly below the surface (~1/8"). Do not squeegee or smear. Any excess material shall be removed from the pavement surface immediately.

#### **PART 4 – PERFORMANCE**

- 4.1** The material and work done by the contractor is expected to last several years. However, if deficiencies arise, including but not limited to sagging, separation, tracking, or pull out within a 1 year period, the Contractor shall remove all defective material and replace in accordance with these specifications at no additional cost to the County.

**END OF SECTION**

## **Bituminous Pavement Crack Filling**

### **PART 1 – GENERAL**

#### **1.1 PROJECT DESCRIPTION**

This work shall consist of preparing and filling cracks in bituminous pavement as directed by Boone County personnel.

#### **1.2 BASIS OF PAYMENT**

- A. Bituminous Pavement Crack Filling will be paid by the pound for the actual amount of material installed per specifications.

#### **1.3 MEATHOD OF MEASUREMENT**

- A. Weekly throughout the course of the work, and upon completion of all assigned work, the Contractor shall provide to the County, reports listing amount of material (pounds) installed per specifications and indicating roads which were completed.

### **PART 2 – PRODUCTS**

#### **2.1 MATERIAL**

- A. The filler material shall be a hot applied, polymer modified, asphalt based material containing at least 15% crumb rubber in accordance with ASTM 6690, Type 2 or 3, with hot and cold weather performance characteristics compatible with local climate.
- B. Backer Rod shall be closed cell material in accordance with ASTM D5249, Type 1, compatible with hot applied sealant/filler. No additional payment will be made for its use.

### **PART 3 – CONSTRUCTION REQUIREMENTS**

- 3.1 The contractor shall perform Bituminous Pavement Crack Filling as directed by Boone County Personnel on cracks 1/8" wide and wider.
- 3.2 The filler material manufacturer's technical representative shall be notified by the Contractor and shall be present during the initial sealing procedure. Before beginning the work, the Contractor is required to demonstrate, to the satisfaction of the manufacturer's representative and the Engineer, his competence in applying the filler material in accordance with the manufacturer's specifications. A certification from the manufacturer's representative stating he has observed the contractor's procedures as listed and using the same equipment by the same employees within the past 12 months will satisfy this requirement.
- 3.3 Filler material shall not be placed when the pavement is wet.
- 3.4 The contractor shall furnish to the engineer the manufacturer's recommendations for mixing and application, including temperature restrictions, and shall prepare and apply the crack filler material in accordance with the manufacturer's recommendations.
- 3.5 Backer Rod should be used when the crack width is 1/2" or wider, or when neglecting its use would result in excessive use of sealant.
- 3.7 The crack shall be cleaned and dried with a hot compressed-air lance. Care should be taken to not overheat the crack. Crack filling shall follow closely behind to avoid moisture condensation from forming in the crack. All loose and foreign material including existing crack sealant and/or

filler material shall be removed from the crack. Loose material on the surface within 2" of the crack shall be removed to permit proper adhesion.

- 3.8** The sealant shall be applied to the reservoir from the bottom up. The reservoir shall be slightly overfilled and excess material squeegeed with a V or U-shaped squeegee, level to the adjoining surface pavement forming a wipe zone 3 to 4 inches wide. Alternately a combination wand tip/squeegee disk may be used if similar results can be achieved.
- 3.9** The contractor shall apply a light coating of sand or other blotting material to the surface of the newly placed sealant if traffic results in tracking of the crack sealing material. No additional payment will be made for sand or blotting material.

#### **PART 4 – PERFORMANCE**

- 4.1** The material and work done by the contractor is expected to last several years. However, if deficiencies arise, including but not limited to sagging, separation, tracking, or pull out within a 1 year period, the Contractor shall remove all defective material and replace in accordance with these specifications at no additional cost to the County.

**END OF SECTION**

## **Portland Cement Concrete Pavement Joint/Crack Filling**

### **PART 1 – GENERAL**

#### **1.1 PROJECT DESCRIPTION**

This work shall consist of preparing and filling cracks in Portland Cement Concrete Pavement, as directed by Boone County personnel.

#### **1.2 BASIS OF PAYMENT**

A. Bituminous Pavement Crack Filling will be paid by the pound for the actual amount of material installed per specifications.

#### **1.3 MEATHOD OF MEASUREMENT**

A. Weekly throughout the course of the work, and upon completion of all assigned work, the Contractor shall provide to the County, reports listing amount of material (pounds) installed per specifications and indicating roads which were completed.

### **PART 2 – PRODUCTS**

#### **2.1 MATERIAL**

- A. The filler material shall be a hot applied, polymer modified, asphalt based material containing at least 15% crumb rubber in accordance with ASTM 6690, Type 2 or 3, with hot and cold weather performance characteristics compatible with local climate.
- B. Backer Rod shall be closed cell material in accordance with ASTM D5249, Type 1, compatible with hot applied sealant/filler. No additional payment will be made for its use.

### **PART 3 – CONSTRUCTION REQUIREMENTS**

- 3.1 The contractor shall perform Portland Cement Pavement Joint/Crack Filling as directed by Boone County Personnel on cracks 1/8" wide and wider.
- 3.2 The filler material manufacturer's technical representative shall be notified by the Contractor and shall be present during the initial sealing procedure. Before beginning the work, the Contractor is required to demonstrate, to the satisfaction of the manufacturer's representative and the Engineer, his competence in applying the filler material in accordance with the manufacturer's specifications. A certification from the manufacturer's representative stating he has observed the contractor's procedures as listed and using the same equipment by the same employees within the past 12 months will satisfy this requirement.
- 3.3 Filler material shall not be placed when the pavement is wet.
- 3.4 The contractor shall furnish to the engineer the manufacturer's recommendations for mixing and application, including temperature restrictions, and shall prepare and apply the crack filler material in accordance with the manufacturer's recommendations.
- 3.5 The crack shall be cleaned and dried with a hot compressed-air lance. Care should be taken to not overheat the crack. Crack filling shall follow closely behind to avoid moisture condensation from forming in the crack. All loose and foreign material including existing crack sealant and/or filler material shall be removed from the crack. Loose material on the surface within 2" of the crack shall be removed to permit proper adhesion.

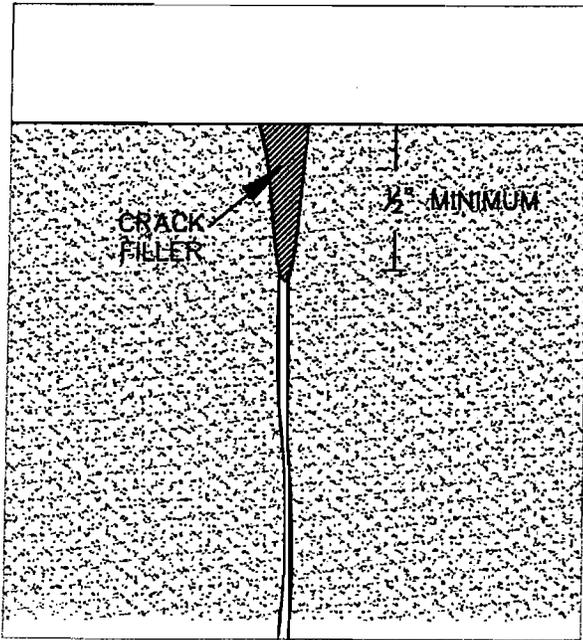
- 3.7** Filler material shall be applied to the joint or reservoir uniformly from the bottom to slightly below the surface (~1/8"). Do not squeegee or smear. Any excess material shall be removed from the pavement surface immediately.

**PART 4 – PERFORMANCE**

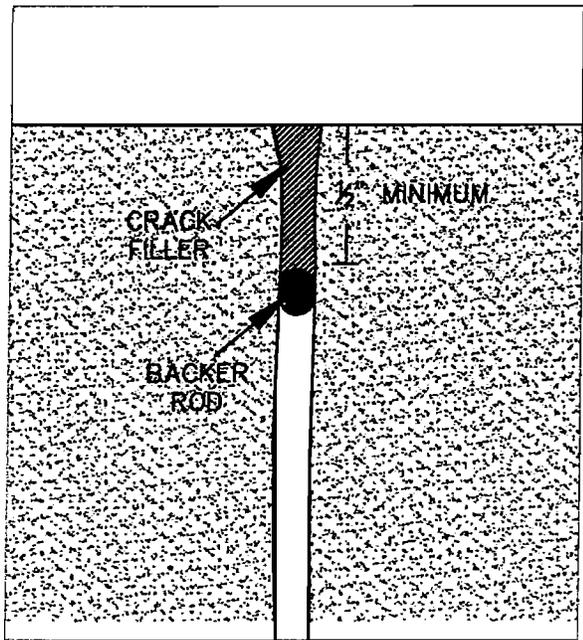
- 4.1** The material and work done by the contractor is expected to last several years. However, if deficiencies arise, including but not limited to sagging, separation, tracking, or pull out within a 1 year period, the Contractor shall remove all defective material and replace in accordance with these specifications at no additional cost to the County.

**END OF SECTION**

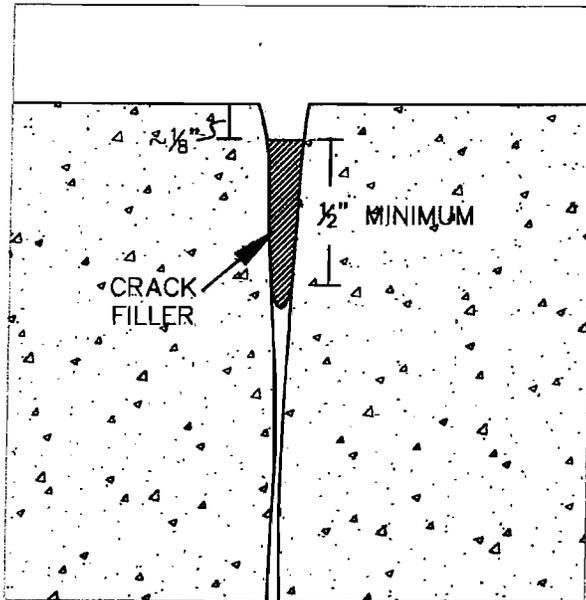
# DETAILS



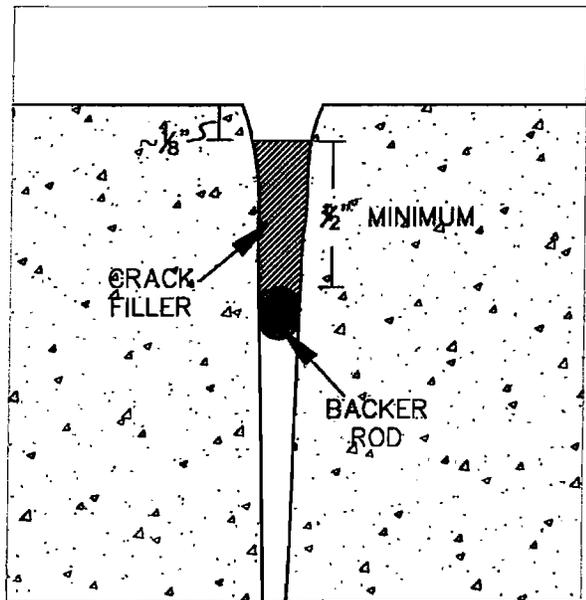
BITUMINOUS PAVEMENT CRACK FILLING  
NOT TO SCALE



BITUMINOUS PAVEMENT CRACK FILLING w/ BACKER ROD  
NOT TO SCALE



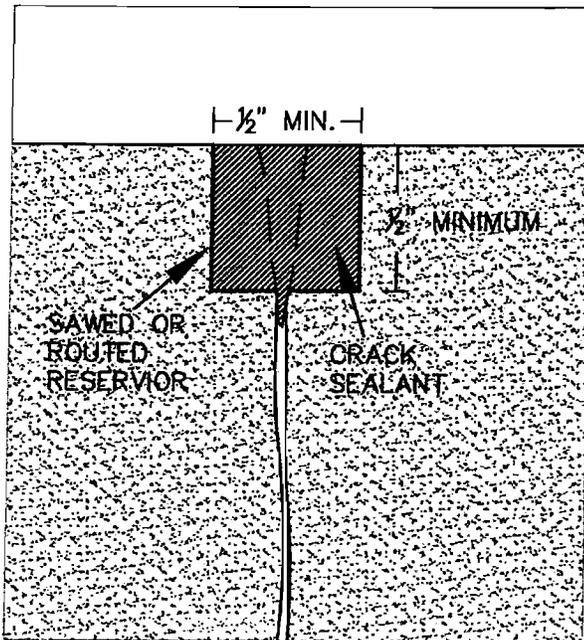
PCC PAVEMENT JOINT/CRACK FILLING  
NOT TO SCALE



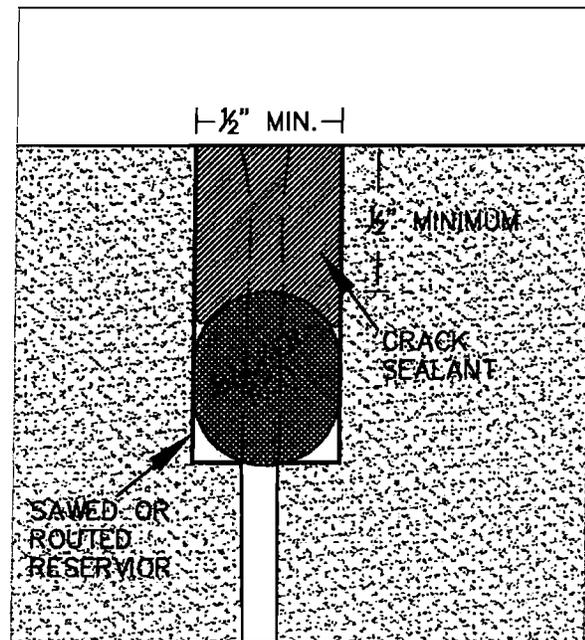
PCC PAVEMENT JOINT/CRACK FILLING w/ BACKER ROD  
NOT TO SCALE

# CRACK FILLING DETAIL

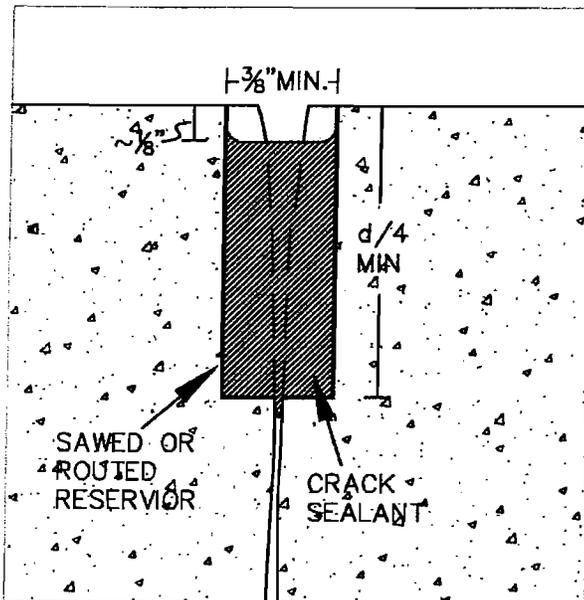
FOR BITUMINOUS AND PORTLAND CEMENT CONCRETE PAVEMENTS



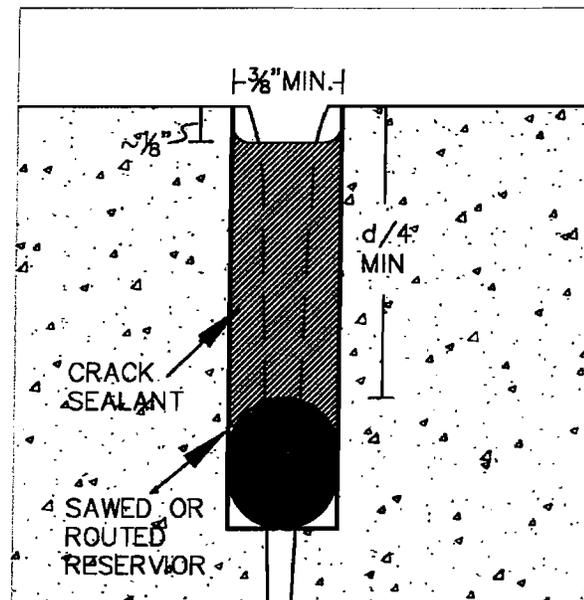
**BITUMINOUS PAVEMENT CRACK SEALING**  
NOT TO SCALE



**BITUMINOUS PAVEMENT CRACK SEALING w/ BACKER ROD**  
NOT TO SCALE



**PCC PAVEMENT JOINT/CRACK SEALING**  
NOT TO SCALE



**PCC PAVEMENT JOINT/CRACK SEALING w/ BACKER ROD**  
NOT TO SCALE

# CRACK SEALING DETAIL

FOR BITUMINOUS AND PORTLAND CEMENT CONCRETE PAVEMENTS



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 26<sup>th</sup> day of January 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of City of Columbia Cooperative Contract 13/11 – Asbestos Removal Services with Asbestos Removal Services, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 26<sup>th</sup> day of January, 2012.

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

Absent  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
Director



613 E. Ash Street, Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: January 6, 2012  
RE: Cooperative Contract: 13/11 – Asbestos Removal Services

COPY

Purchasing and Facilities Maintenance request permission to utilize the City of Columbia cooperative term and supply contract *13/11 – Asbestos Removal Services* with Asbestos Removal Services, Inc. of Jefferson City, Missouri.

cc: Bob Davidson, Facilities  
Contract File

**PURCHASE AGREEMENT FOR  
ASBESTOS REMOVAL SERVICES**

**THIS AGREEMENT** dated the 26 day of January 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Asbestos Removal Services, Inc.**, herein "Vendor."

**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 **Asbestos Removal Services Inc.**, in compliance with all bid specifications and any addendum issued for the City of Columbia, Missouri Contract **13/11**, as well as Boone County Standard Terms and Conditions, Work Authorization Certification, Boone County Insurance Requirements and Prevailing Wage Order #18 with Excessive Unemployment in effect. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this purchase agreement and the City of Columbia, Missouri Contract **13/11** shall prevail and control over the vendor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, **Asbestos Removal Services** as identified and responded to in the Contractor's Bid Response and in the attached City of Columbia contract. Service shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the City of Columbia contract, as needed and as ordered by the County.
3. **Contract Duration** - This agreement shall commence on **January 1, 2012** and extend through **January 31, 2013** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **four (4) additional one year periods** subject to the pricing clauses in the contractor's RFB response and the current Prevailing Wage in effect at renewal time.
4. **Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Maintenance Department and billings may only include the prices listed in the Vendor's bid response. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Vendor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
  - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or

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

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

**ASBESTOS REMOVAL SERVICES, INC.**

by *[Signature]*  
 title President

**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

*[Signature]*  
 County Counselor

ATTEST:

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

**AUDITOR CERTIFICATION**

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

*[Signature]*  
 Signature *by [initials]*

1/20/12  
 Date

6100 Term and Supply  
No Encumbrance Required  
 Appropriation Account

**STANDARD TERMS AND CONDITIONS – CONTRACT WITH 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.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered a non-exclusive contract.
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.

**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.

**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.

**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 coverages. Should any work be subcontracted, these limits will also apply.

**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.

**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.

**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.



# CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT  
PURCHASING DIVISION

January 18, 2011

## NOTIFICATION OF AWARD - CITY OF COLUMBIA

**CONTRACT FOR: Asbestos Abatement and Related Service Term and Supply**

**Contract Period is January 18, 2011-January 31, 2012**

Your firm has been awarded the contract herein in response to our recent Request for Quote. The purchase orders for this year will be mailed to you. Please reference the appropriate purchase order number on every invoice submitted.

Please contact the Buyer shown below if there are any questions pertaining to this contract.

CONTRACT NUMBER	ITEMS AWARDED	VENDOR NUMBER	VENDOR NAME
13/2011	All line items -see attached	3426	Asbestos Removal Services, Inc. PO Box 105287 Jefferson City, MO 65110 Contact: Warren Prost Phone: 573-896-0222 Fax: 573-896-9389 Email: warrenprost@arsi.com <i>arsi-mo.com</i>

TERMS: Net 30

RESPONSE TIME: non-emergency within 24 hours / emergency within 1 hour

Barb Rorman  
Buyer/Purchasing  
573-874-7374

Marilyn Starke, CPPO  
Purchasing Agent

cc: Kathy Calvin-Power Plant  
Shawna Victor-WWTP

John Sudduth-Public Works

Line Items

#	Qty	UOM	Description	Response
1	1	PKG	BIDDERS SHALL QUOTE THE RATE PER HOUR FOR THE FOLLOWING	\$ <u>Agree</u>

Item Notes: MUST COMPLY WITH PREVAILING WAGE ORDER FOUND IN BID ATTACHMENTS

Supplier Notes: All labor costs listed in Section 1.1 thru 1.20 include all overhead and profit mark-ups.

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
1.1	1	EA	CERTIFIED ASBESTOS BUILDING INSPECTOR: REGULAR TIME	\$ <u>70.00</u>

Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE

Supplier Notes:

1.2	1	EA	CERTIFIED ASBESTOS BUILDING INSPECTOR: OVERTIME	\$ <u>80.00</u>
-----	---	----	---	-----------------

Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE

Supplier Notes:

1.3	1	EA	PROJECT MANAGER: REGULAR TIME	\$ <u>55.00</u>
-----	---	----	-------------------------------	-----------------

Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE

Supplier Notes:

1.4	1	EA	PROJECT MANAGER: OVERTIME	\$ <u>71.00</u>
-----	---	----	---------------------------	-----------------

Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE

Supplier Notes:

1.5	1	EA	FIELD SUPERVISOR: REGULAR TIME	\$ <u>49.00</u>
-----	---	----	--------------------------------	-----------------

Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE

Supplier Notes:

1.6	1	EA	FIELD SUPERVISOR: OVERTIME	\$ <u>67.00</u>
Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE				
Supplier Notes:				
<hr/>				
1.7	1	EA	ASBESTOS REMOVAL FOREMAN: REGULAR TIME	\$ <u>47.00</u>
Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE				
Supplier Notes:				
<hr/>				
1.8	1	EA	ASBESTOS REMOVAL FOREMAN: OVERTIME	\$ <u>64.00</u>
Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE				
Supplier Notes:				
<hr/>				
1.9	1	EA	ASBESTOS WORKER/HEAT AND FROST: REGULAR TIME	\$ <u>61.00</u>
Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE				
Supplier Notes:				
<hr/>				
1.10	1	EA	ASBESTOS WORKER/HEAT AND FROST: OVERTIME	\$ <u>84.00</u>
Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE				
Supplier Notes:				
<hr/>				
1.11	1	EA	SECOND SEMI-SKILLED LABORER: REGULAR TIME	\$ <u>45.25</u>
Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE				
Supplier Notes:				
<hr/>				

---

1.12 1 EA SECOND SEMI-SKILLED LABORER: OVERTIME \$ 61.50

Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE

Supplier  
Notes:

---

---

---

1.13 1 EA SKILLED LABORER: REGULAR TIME \$ 43.50

Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE

Supplier  
Notes:

---

---

---

1.14 1 EA SKILLED LABORER: OVERTIME \$ 59.50

Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE

Supplier  
Notes:

---

---

---

1.15 1 EA OTHER INDICATE CLASSIFICATION DESCRIPTION: REGULAR TIME \$ 57.00

Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE

Supplier  
Notes:

---

---

---

1.16 1 EA OTHER INDICATE CLASSIFICATION DESCRIPTION: OVERTIME \$ 80.00

Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE

Supplier  
Notes:

---

---

---

1.17 1 EA OTHER INDICATE CLASSIFICATION DESCRIPTION: REGULAR TIME \$ 0.00

Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE

Supplier  
Notes:

N/A

---

---

1.18 1 EA OTHER INDICATE CLASSIFICATION DESCRIPTION: OVERTIME \$ 0.00

Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE

Supplier Notes: N/A

1.19 1 EA OTHER INDICATE CLASSIFICATION DESCRIPTION: REGULAR TIME \$ 0.00

Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE

Supplier Notes: N/A

1.20 1 EA OTHER INDICATE CLASSIFICATION DESCRIPTION: OVERTIME \$ 0.00

Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE

Supplier Notes: N/A

2 1 PKG EQUIPMENT RATES \$

Item Notes: INDICATE ANY OTHER RELEVANT INFORMATION IN SUPPLIER NOTES.

Supplier Notes: All equipment costs listed in Section 2.1 - 2.47 include overhead and profit mark-ups.

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
2.1	1	EA	HEPA EXHAUST FAN: DAILY RATE	\$ 30.00

Item Notes: RESPOND TO ALL THA APPLY TO YOUR BID RESPONSE.

Supplier Notes:

2.2 1 EA HEPA EXHAUST FAN: WEEKLY RATE \$ 24.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier Notes:

---

2.3 1 EA HEPA EXHAUST FAN: PER PROJECT RATE \$ 0.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes: None - N/A

---

---

2.4 1 EA HEPA VACUUM: DAILY RATE \$ 24.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

2.5 1 EA HEPA VACUUM: WEEKLY RATE \$ 18.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

2.6 1 EA HEPA VACUUM: PER PROJECT RATE \$ 0.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes: None - N/A

---

---

2.7 1 EA DECON SHOWER UNIT: DAILY RATE \$ 0.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes: None - N/A

---

---

2.8 1 EA DECON SHOWER UNIT: WEEKLY RATE \$ 0.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes: None - N/A

---

---

2.9 1 EA DECON SHOWER UNIT; PER PROJECT RATE \$ 50.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.10 1 EA AIRLESS SPRAYER: DAILY RATE \$ 0.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.11 1 EA AIRLESS SPRAYER: WEEKLY RATE \$ 0.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.12 1 EA AIRLESS SPRAYER: PER PROJECT RATE \$ 50.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.13 1 EA WATER FILTER SYSTEM: DAILY RATE \$ 0.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.14 1 EA WATER FILTER SYSTEM: WEEKLY RATE \$ 0.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.15 1 EA WATER FILTER SYSTEM: PER PROJECT RATE \$ 30.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.16 1 EA FULL FACE POWERED AIR PURIFYING RESPIRATOR: DAILY RATE \$ 25.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.17 1 EA FULL FACE POWERED AIR PURIFYING RESPIRATOR: WEEKLY RATE \$ 20.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.18 1 EA FULL FACE POWERED AIR PURIFYING RESPIRATOR: PER PROJECT RATE \$ 0.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.19 1 EA AIR MONITORING EQUIPMENT: DAILY RATE \$ 25.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.20 1 EA AIR MONITORING EQUIPMENT: WEEKLY RATE \$ 20.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

2.21 1 EA AIR MONITORING EQUIPMENT: PER PROJECT RATE \$ 0.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

2.22 1 EA MOBILE DECON TRAILER: DAILY RATE \$ 100.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

2.23 1 EA MOBILE DECON TRAILER: WEEKLY RATE \$ 75.00 X 5

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

*See clarification  
email attached*

2.24 1 EA MOBILE DECON TRAILER: PER PROJECT RATE \$ 0.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

2.25 1 EA PNEUMATIC SPUD HOSE: DAILY RATE \$ 40.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

2.26 1 EA PNEUMATIC SPUD HOSE: WEEKLY RATE \$ 30.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

**Barbara Rorman - Clarification of weekly equipment rates, Asbestos Abatement term contact**

---

**From:** Warren Prost <warrenprost@arsi-mo.com>  
**To:** <bjrorman@gocolumbiamo.com>  
**Date:** 12/16/2010 2:09 PM  
**Subject:** Clarification of weekly equipment rates, Asbestos Abatement term contact

---

Barb: Per our discussion today, please be consider this as clarification of the weekly equipment rates that ARSI submitted. As an example, item #2.23, "Mobile Decon Trailer Weekly Rate", the \$75.00 rate is actually a daily rate for the trailer, in the event it is needed and used for a week. So the net weekly cost to the City for the weekly rental of this item would be \$375.00 (\$75.00/ day x 5 days).

I hope this clarifies the situation, and I apologize for any confusion this may have caused. Please let me know if you have any other questions. Thank you.

Warren Prost, President

Asbestos Removal Services, Inc.

573-896-0222 office

[warrenprost@arsi-mo.com](mailto:warrenprost@arsi-mo.com)

---

2.27 1 EA PNEUMATIC SPUD HOSE: PER PROJECT RATE \$ 0.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes: None - N/A

---

---

2.28 1 EA INFRA-RED VINYL ASBESTOS TILE MACHINE: DAILY RATE \$ 60.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

2.29 1 EA INFRA-RED VINYL ASBESTOS TILE MACHINE: WEEKLY RATE \$ 50.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

2.30 1 EA INFRA-RED VINYL ASBESTOS TILE MACHINE: PER PROJECT RATE \$ 0.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes: None - N/A

---

---

2.31 1 EA HI-PRESSURE WASHER (3,000 PSI): DAILY RATE \$ 25.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

2.32 1 EA HI-PRESSURE WASHER (3,000 PSI): WEEKLY RATE \$ 20.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

2.33 1 EA HI-PRESSURE WASHER (3,000 PSI): PER PROJECT RATE \$ 0.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier Notes: None/N/A

---

---

2.34 1 EA GAS POWERED PORTABLE ELECTRIC GENERATOR: DAILY RATE \$ 50.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier Notes: \_\_\_\_\_

---

---

2.35 1 EA GAS POWERED PORTABLE ELECTRIC GENERATOR: WEEKLY RATE \$ 40.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier Notes: \_\_\_\_\_

---

---

2.36 1 EA GAS POWERED PORTABLE ELECTRIC GENERATOR: PER PROJECT RATE \$ 0.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier Notes: None - N/A

---

---

2.37 1 EA PIRANHA FLOORING DEMOLITION MACHINE: DAILY RATE \$ 100.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier Notes: \_\_\_\_\_

---

---

2.38 1 EA PIRANHA FLOORING DEMOLITION MACHINE: WEEKLY RATE \$ 90.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier Notes: \_\_\_\_\_

---

---

2.39 1 EA PIRANHA FLOORING DEMOLITION MACHINE: PER PROJECT RATE \$ 0.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier Notes: None N/A

---

---

2.40 1 EA OTHER, SPECIFY EQUIPMENT YOU ARE OFFERING AND THE RATE \$ 1.50/mile

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier Notes: Truck, 1/2 ton pickup for project specific hauling

---

---

2.41 1 EA OTHER, SPECIFY EQUIPMENT YOU ARE OFFERING AND THE RATE \$ 3.00/mile

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier Notes: Truck, Greater than 1/2 ton, for project specific hauling

---

---

2.42 1 EA OTHER, SPECIFY EQUIPMENT YOU ARE OFFERING AND THE RATE \$ 0.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier Notes: None - N/A

---

---

2.43 1 EA OTHER, SPECIFY EQUIPMENT YOU ARE OFFERING AND THE RATE \$ 0.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier Notes: None - N/A

---

---

2.44 1 EA OTHER, SPECIFY EQUIPMENT YOU ARE OFFERING AND THE RATE \$ 0.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier Notes: None - N/A

---

2.45 1 EA OTHER, SPECIFY EQUIPMENT YOU ARE OFFERING AND THE RATE \$ 0.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier Notes: None - N/A

2.46 1 EA OTHER, SPECIFY EQUIPMENT YOU ARE OFFERING AND THE RATE \$ 0.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier Notes: None - N/A

2.47 1 EA OTHER, SPECIFY EQUIPMENT YOU ARE OFFERING AND THE RATE \$ 0.00

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier Notes: None - N/A

3 1 EA MATERIALS WILL BE SUPPLIED AT CONTRACTOR'S COST PLUS A PERCENT (%). INDICATE A PERCENTAGE YOU WILL USE IN CALCULATING MARKUP. ANY APPLICABLE FREIGHT WILL BE AT COMNTRACTOR'S COST AND WILL NOT BE SUBJECT TO MARKUP. 15 %

Manufacturer: Manufacturer #:

Item Notes: ANY MATERIAL ITEMS COSTING OVER \$100.00 WILL REQUIRE A COPY OF THE CONTRACTOR'S INVOICE FROM HIS SUPPLIER TO BE SUBMITTED WITH THE CONTRACTOR'S ITEMIZED INVOICE TO THE CITY OF COLUMBIA.

Supplier Notes: Other Direct Costs incurred (e.g., landfill disposal costs, DNR fees, third party air-monitoring services, other authorized subcontractor) will be supplied at Contractor's cost plus a percent: (%) 15%

## **RFQ 13/2011 ASBESTOS ABATEMENT AND RELATED SERVICES SPECIFICATIONS**

The City of Columbia is hereby accepting quotations for a Term and Supply Contract for sampling, testing, identification and abatement of hazardous building materials, including but not limited to lead and asbestos, from City facilities and other structures where applicable as needed and as requested. The term of this contract shall extend a period of twelve (12) months from the date of this award, with an option to renew for four (4) additional one year contracts, each to be exercised separately. Each extension of the contract shall be based upon agreement by both parties on pricing and terms of performance. This contract may also be cancelled by the City upon ten (10) days written notice to the vendor, for non-compliance with the terms and / or any other just cause so deemed by the City.

### **SCOPE:**

It is the City's intent that the successful vendor, under conditions and rates agreed upon, will be available to provide sampling, testing, removal and disposal of hazardous materials discovered, either during or prior to, renovation and or demolition of City facilities and other structures where applicable. In the event renovations uncovers asbestos materials and/or emergency repairs of City facilities are required, the contractor will be strictly on call, with a two (2) hour show up time, for immediate removal and disposal of known and suspect materials. In all cases, the contractor shall comply with the procedural mandates of all applicable governing bodies which regulate the permitting process, abatement and disposal of materials, worker safety and payroll compliance.

### **MEANS & METHODS:**

The contractor shall be familiar with Occupational Safety and Health Act (OSHA), Environmental Protection Agency (EPA) and Missouri Department of Natural Resources (MoNR) requirements for removal and disposal of hazardous materials. During removal and disposal of hazardous materials, the contractor shall utilize best management practices, minimizing potential safety and health hazards to their own workers as well as City employees and constituents. All means and methods, including work enclosures, enclosure ventilation, protective clothing, removal procedures, disposal packaging, air monitoring and disposal procedures shall be in compliance with OSHA (1926.58), EPA standard 40 CFR 61 Subpart M, MoDNR regulations and Missouri Revised Statutes Ch 260, Environmental Control Sections 260.350 through 160.430. All documentation required by regulating agencies must be completed and submitted in a timely manner, with copies provided to the City of Columbia.

All areas in which hazardous material removal is occurring shall be isolated with physical barriers, barricades or safety tape and shall be posted with warning signs prohibiting the entry of unauthorized personnel. The warning signs shall be printed in letters of sufficient size and contrast as to be readily visible and legible and shall be posted at all approaches to hazardous material removal areas. Areas requiring destructive or invasive sampling shall be repaired immediately by the contractor or testing agency. City requires vendor to be a "CERTIFIED ASBESTOS BUILDING INSPECTOR"

#### THERMAL SYSTEM INSULATION (TSI) MATERIALS

##### A. Hot piping.

1. Insulation for all hot piping and equipment shall be Johns-Manville 'Thermo-12', or approved equal.
2. The following piping shall be insulated.
  - a. All condensate piping (C) shall be covered with a single 1 1/2" layer of insulation.
  - b. High pressure feedwater (FI) and low pressure feedwater (F2) piping shall be covered with a single 2" layer of insulation.
3. Each layer of insulation shall be applied with joints tightly butted and securely wired in place with a minimum of three loops of No. 16 gauge stainless steel (copper) wire on pipes up to, and including 6" size and a minimum of four loops on large sizes. The wire ends shall be tightly twisted together, bent over and hammered into insulation leaving no projection. Segmental and block insulation and insulation on bends shall be finished smooth and even with a thin coat of hard finish asbestos-free cement. All insulation shall be stopped off at flanges and beveled back at a 45 degree angle to the pipe, sufficient to allow easy removal of flange bolts.
4. All fittings, valves, valve bonnets and flanges shall be insulated with block or sectional insulation of the same; type and total thickness including 1/2" thick hard finish asbestos-free cement finish, as the adjacent piping. On pipes smaller than 4", they shall be insulated with hard finish asbestos-free insulation cement of equal thickness. Plastic insulation of the same temperature rating and thickness may be used on valve and fittings if proper curvature can be better obtained. All plastic insulation shall include a rust inhibitor so there will be no rust stains penetrating the exterior coat.
5. Sectional or block insulation on flanges shall extend over the adjacent pipe insulation at least 2", and the space between flange and pipe insulation shall be filled with asbestos-free insulating cement.

B. Water Piping

1. Piping shall be insulated with a 1" thick layer of Johns-Manville Micro-Lok 650 AP, or approved equal, fiberglass pipe insulation with vapor barrier jacket. The longitudinal joint shall be sealed with vapor barrier adhesive. All joints between sections of insulation shall be sealed by using 3" wide strips of vapor barrier jacket material and vapor barrier adhesive.

All valves and fittings shall be insulated with metered sections of pipe insulation of equivalent thickness to the adjacent pipe insulation or by molded sections of insulation. All joints shall be sealed by vapor barrier jacket material.

C. Insulation covering

1. All insulation shall be reinsulated as specified above and a new eight oz. canvas or aluminum jacket installed to match the existing or new installation.

Contractor shall provide a priced list of materials needed to reinsulate piping.

Name, location and certifications of the approved disposal site to be used by Contractor must be included with the proposal.

## **RFQ 13/2011 ASBESTOS ABATEMENT AND RELATED SERVICES-EVALUATION INFORMATION**

**Required information to be submitted with your bid response: the information you submit will be used in our bid evaluation process:**

Applicants shall submit the following information with their quotes.

- Name of business, business address, name of contact person and business phone number.
- Names of testing agencies utilized by the business.
- A written description of the equipment and procedures to be used in removal of hazardous materials. Description must include barriers, enclosures, protective clothing, breathing apparatus and monitoring equipment, monitoring procedures, removal procedures and disposal procedures.
- A work history giving evidence of at least five (5) years of experience in hazardous material removal and disposal.
- List of employees and asbestos related certifications.
- Number of years the firm has been in business and engaged in hazardous material removal.
- At least three prior or current contracts for abatement work within the last two years. This information must include location, contact person and phone number.
- Name, location and certifications of the approved disposal sites to be used.
- Hourly wage rates, per Diem compensation and travel expenses.
- Hourly equipment rates.
- Lead time required for response to emergency situations.
- Lead time required for response to non emergency situations.
- A notarized statement, signed by an officer of the company containing the following information:
  - A record including projects, dates and resolutions of any citations issued by Federal, State or local authorities.
  - A list of penalties incurred through non-compliance with abatement project specifications, including liquidated damage, overruns in scheduled time limitations, and resolutions.
  - Situations in which an abatement contract has been terminated. Include projects, dates and reasons for termination.
  - A listing of any hazardous material related legal proceedings in which the contractor or employees have been or are currently involved in.
  - Certification of a respirator program as required by ANSI 21010.2, 39 CFR 1910.134.
  - Certification of comprehensive medical examinations for each employee as required by 29 CFR 1926.58



Header 13-2011 Asbestos Abatement and Related Services Specificat.....pdf

13/2011 ASBESTOS ABATEMENT AND RELATED SERVICES SPECIFICATIONS

Header 13-2011 Asbestos Abatement And Related Services-Infomatio.....pdf

13/2011 ASBESTOS ABATEMENT AND RELATED SERVICES INFORMATION: SUBMIT THE INFORMATION AS OUTLINED IN THE DOCUMENT TO BE USED IN OUR EVALUATION PROCESS.

**Bid Attributes**

Please review the following and respond where necessary

#	Name	Note	Response
1	Terms and Conditions	Accept terms and conditions	_____ (Required)
2	Insurance Requirements - Bidder Agreement	Successful Bidder agrees to comply with attached Insurance Requirements upon award.	_____ (Required)
3	Payment Terms	Please Indicate Payment Terms:	_____ (Required)
4	Term and Supply Contract Conditions	TERM AND SUPPLY CONTRACT for furnishing City of Columbia with ASBESTOS ABATEMENT AND RELATED SERVICES, as needed and as requested, from date of award through December 31, 2011. AGREE PRICES WILL BE FIRM FOR THE FIRST YEAR OF THE CONTRACT PERIOD.	_____ (Required)
5	Renewal Options	Term & Supply Contract Renewal Options: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City.	_____ (Required)
6	Cooperative Contract Pricing	Would you be willing to offer the same pricing to members of the Mid-Missouri Public Purchasing Cooperative? (Not responding to this question will not impact the evaluation of this bid.)	_____ (Optional)
7	Prevailing Wages	This Project requires that Prevailing Wages be paid to all employees who work in specific classifications, as identified within the attached wage order.	_____ (Required)
8	13/2011 ASBESTOS ABATEMENT AND RELATED SERVICES EVALUATION INFORMATION	RFQ 13/2011 ASBESTOS ABATEMENT AND RELATED SERVICES INFORMATION HAS BEEN ATTACHED FOR EVALUATION PROCESS.	_____ (Required)
9	DBE or WBE Certification	Is your firm a certified DBE or WBE? If so, what agency are you certified through?	_____ (Optional)
10	Staff	Provide the number of employees on your staff and the percent (%) of work on this project that will be done by your own staff	_____ (Required)
11	If you have done business under a different name, please give that name and location:	If you have done business under a different name, please give that name and location:	_____ (Optional)
12	Have you ever failed to complete any work awarded to your company?	Have you ever failed to complete any work awarded to your company? If so, where and why?	_____ (Required)

**13 References**

List three references, minimum, for same type of work performed in the past six months. State name and telephone number of contact person, as well as nature and cost of appraisal(s). Attach separate sheet if necessary. \_\_\_\_\_ (Required)

**Line Items**

#	Qty	UOM	Description	Response
1	1	PKG	BIDDERS SHALL QUOTE THE RATE PER HOUR FOR THE FOLLOWING	\$ _____

Item Notes: MUST COMPLY WITH PREVAILING WAGE ORDER FOUND IN BID ATTACHMENTS

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
1.1	1	EA	CERTIFIED ASBESTOS BUILDING INSPECTOR: REGULAR TIME	\$ _____

Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

1.2	1	EA	CERTIFIED ASBESTOS BUILDING INSPECTOR: OVERTIME	\$ _____
-----	---	----	---	----------

Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

1.3	1	EA	PROJECT MANAGER: REGULAR TIME	\$ _____
-----	---	----	-------------------------------	----------

Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

1.4	1	EA	PROJECT MANAGER: OVERTIME	\$ _____
-----	---	----	---------------------------	----------

Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

1.5	1	EA	FIELD SUPERVISOR: REGULAR TIME	\$ _____
-----	---	----	--------------------------------	----------

Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

---

1.6 1 EA FIELD SUPERVISOR: OVERTIME \$ \_\_\_\_\_

Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE

Supplier  
Notes:

---

---

---

1.7 1 EA ASBESTOS REMOVAL FOREMAN: REGULAR TIME \$ \_\_\_\_\_

Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE

Supplier  
Notes:

---

---

---

1.8 1 EA ASBESTOS REMOVAL FOREMAN: OVERTIME \$ \_\_\_\_\_

Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE

Supplier  
Notes:

---

---

---

1.9 1 EA ASBESTOS WORKER/HEAT AND FROST: REGULAR TIME \$ \_\_\_\_\_

Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE

Supplier  
Notes:

---

---

---

1.10 1 EA ASBESTOS WORKER/HEAT AND FROST: OVERTIME \$ \_\_\_\_\_

Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE

Supplier  
Notes:

---

---

---

1.11 1 EA SECOND SEMI-SKILLED LABORER: REGULAR TIME \$ \_\_\_\_\_

Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE

Supplier  
Notes:

---

---

---

1.12 1 EA SECOND SEMI-SKILLED LABORER: OVERTIME \$ \_\_\_\_\_

Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE

Supplier  
Notes:

---

---

---

1.13 1 EA SKILLED LABORER: REGULAR TIME \$ \_\_\_\_\_

Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE

Supplier  
Notes:

---

---

---

1.14 1 EA SKILLED LABORER: OVERTIME \$ \_\_\_\_\_

Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE

Supplier  
Notes:

---

---

---

1.15 1 EA OTHER INDICATE CLASSIFICATION DESCRIPTION: REGULAR TIME \$ \_\_\_\_\_

Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE

Supplier  
Notes:

---

---

---

1.16 1 EA OTHER INDICATE CLASSIFICATION DESCRIPTION: OVERTIME \$ \_\_\_\_\_

Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE

Supplier  
Notes:

---

---

---

1.17 1 EA OTHER INDICATE CLASSIFICATION DESCRIPTION: REGULAR TIME \$ \_\_\_\_\_

Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE

Supplier  
Notes:

---

---

1.18 1 EA OTHER INDICATE CLASSIFICATION DESCRIPTION: OVERTIME \$ \_\_\_\_\_

Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE

Supplier  
Notes:

1.19 1 EA OTHER INDICATE CLASSIFICATION DESCRIPTION: REGULAR TIME \$ \_\_\_\_\_

Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE

Supplier  
Notes:

1.20 1 EA OTHER INDICATE CLASSIFICATION DESCRIPTION: OVERTIME \$ \_\_\_\_\_

Item Notes: INCLUDE HOURLY RATE PER EMPLOYEE

Supplier  
Notes:

2 1 PKG EQUIPMENT RATES \$ \_\_\_\_\_

Item Notes: INDICATE ANY OTHER RELEVANT INFORMATION IN SUPPLIER NOTES.

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
2.1	1	EA	HEPA EXHAUST FAN: DAILY RATE	\$ _____

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

2.2 1 EA HEPA EXHAUST FAN: WEEKLY RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

2.3 1 EA HEPA EXHAUST FAN: PER PROJECT RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.4 1 EA HEPA VACUUM: WEEKLY RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.5 1 EA HEPA VACUUM: WEEKLY RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.6 1 EA HEPA VACUUM: PER PROJECT RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.7 1 EA DECON SHOWER UNIT: DAILY RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.8 1 EA DECON SHOWER UNIT: WEEKLY RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.9 1 EA DECON SHOWER UNIT: PER PROJECT RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.10 1 EA AIRLESS SPRAYER: DAILY RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.11 1 EA AIRLESS SPRAYER: WEEKLY RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.12 1 EA AIRLESS SPRAYER: PER PROJECT RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.13 1 EA WATER FILTER SYSTEM: DAILY RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.14 1 EA WATER FILTER SYSTEM: WEEKLY RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.15 1 EA WATER FILTER SYSTEM: PER PROJECT RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.16 1 EA FULL FACE POWERED AIR PURIFYING RESPIRATOR: DAILY RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.17 1 EA FULL FACE POWERED AIR PURIFYING RESPIRATOR: WEEKLY RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.18 1 EA FULL FACE POWERED AIR PURIFYING RESPIRATOR: PER PROJECT RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.19 1 EA AIR MONITORING EQUIPMENT: DAILY RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.20 1 EA AIR MONITORING EQUIPMENT: WEEKLY RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.21 1 EA AIR MONITORING EQUIPMENT: PER PROJECT RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.22 1 EA MOBILE DECON TRAILER: DAILY RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.23 1 EA MOBILE DECON TRAILER: WEEKLY RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.24 1 EA MOBILE DECON TRAILER: PER PROJECT RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.25 1 EA PNEUMATIC SPUD HOSE: DAILY RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.26 1 EA PNEUMATIC SPUD HOSE: WEEKLY RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.27 1 EA PNEUMATIC SPUD HOSE: PER PROJECT RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.28 1 EA INFRA-RED VINYL ASBESTOS TILE MACHINE: DAILY RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.29 1 EA INFRA-RED VINYL ASBESTOS TILE MACHINE: WEEKLY RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.30 1 EA INFRA-RED VINYL ASBESTOS TILE MACHINE: PER PROJECT RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.31 1 EA HI-PRESSURE WASHER (3,000 PSI): DAILY RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.32 1 EA HI-PRESSURE WASHER (3,000 PSI): WEEKLY RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.33 1 EA HI-PRESSURE WASHER (3,000 PSI): PER PROJECT RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.34 1 EA GAS POWERED PORTABLE ELECTRIC GENERATOR: DAILY RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.35 1 EA GAS POWERED PORTABLE ELECTRIC GENERATOR: WEEKLY RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.36 1 EA GAS POWERED PORTABLE ELECTRIC GENERATOR: PER PROJECT RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.37 1 EA PIRANHA FLOORING DEMOLITION MACHINE: DAILY RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.38 1 EA PIRANHA FLOORING DEMOLITION MACHINE: WEEKLY RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.39 1 EA PIRANHA FLOORING DEMOLITION MACHINE: PER PROJECT RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.40 1 EA OTHER, SPECIFY EQUIPMENT YOU ARE OFFERING AND THE RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.41 1 EA OTHER, SPECIFY EQUIPMENT YOU ARE OFFERING AND THE RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.42 1 EA OTHER, SPECIFY EQUIPMENT YOU ARE OFFERING AND THE RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.43 1 EA OTHER, SPECIFY EQUIPMENT YOU ARE OFFERING AND THE RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.44 1 EA OTHER, SPECIFY EQUIPMENT YOU ARE OFFERING AND THE RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.45 1 EA OTHER, SPECIFY EQUIPMENT YOU ARE OFFERING AND THE RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.46 1 EA OTHER, SPECIFY EQUIPMENT YOU ARE OFFERING AND THE RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

2.47 1 EA OTHER, SPECIFY EQUIPMENT YOU ARE OFFERING AND THE RATE \$ \_\_\_\_\_

Item Notes: RESPOND TO ALL THAT APPLY TO YOUR BID RESPONSE.

Supplier  
Notes:

---

---

---

3 1 EA MATERIALS WILL BE SUPPLIED AT CONTRACTOR'S COST PLUS A PERCENT (%). \_\_\_\_\_%  
INDICATE A PERCENTAGE YOU WILL USE IN CALCULATING MARKUP. ANY  
APPLICABLE FREIGHT WILL BE AT COMNTRACTOR'S COST AND WILL NOT BE  
SUBJECT TO MARKUP.

Manufacturer: Manufacturer #:

Item Notes: ANY MATERIAL ITEMS COSTING OVER \$100.00 WILL REQUIRE A COPY OF THE CONTRACTOR'S INVOICE FROM HIS SUPPLIER TO BE SUBMITTED WITH THE CONTRACTOR'S ITEMIZED INVOICE TO THE CITY OF COLUMBIA.

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- [Home](#)
- [Labor Standards](#)
- [Prevailing Wage](#)
- Excessive Unemployment

## Excessive Unemployment and Restrictive States

### "EXCESSIVE UNEMPLOYMENT IS IN EFFECT"

During times of high unemployment, state law permits the Department's Division of Labor Standards to declare that excessive unemployment is in effect, allowing only workers from certain states to work on the Missouri's public works projects. Public works projects are construction projects funded wholly or partially from public funds, or are projects that benefit the public such as but not limited to schools, parks, fire houses, and government buildings. The excessive unemployment law does not apply to projects funded in part by Federal Funds.

Restrictive states have laws in place restricting Missouri workers to work on their public works projects. Workers from these states are also not allowed to work on Missouri's public works projects.

Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5 percent for two consecutive months. (See Sections 290.550 through 290.580 RSMo). To file a complaint against a contractor for employing a worker from one of the restrictive states below on a Missouri public works project, submit the [complaint form](#) online for the Division to investigate.

**Restrictive States-** workers from these states are **NOT** allowed to be employed on Missouri public works projects: Alaska, Arizona, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Idaho, Illinois, Maine, Massachusetts, Mississippi, Montana, Nevada, New Jersey, North Dakota, South Dakota, and the U.S. Virgin Islands, West Virginia and Wyoming.

**Non-Restrictive States-** workers from these states are allowed to be employed on Missouri public works projects: Alabama, Arkansas, Georgia, Hawaii, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Nebraska, New Hampshire, New Mexico, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington and Wisconsin.

# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

## Annual Wage Order No. 18

Section 010

**BOONE COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Carla Buschjost, Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2011**

Last Date Objections May Be Filed: **April 11, 2011**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker			\$30.76	55	60	\$18.11
Boilermaker			\$32.31	57	7	\$23.95
Bricklayers - Stone Mason			\$28.20	59	7	\$14.33
Carpenter	6/11		\$24.09	60	15	\$12.40
Cement Mason	6/11		\$25.43	9	3	\$10.45
Electrician (Inside Wireman)			\$30.18	28	7	\$11.94 + 13%
Communication Technician			USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor		a	\$40.945	26	54	\$21.505
Operating Engineer						
Group I	6/11		\$25.81	86	66	\$21.43
Group II	6/11		\$25.81	86	66	\$21.43
Group III	6/11		\$24.56	86	66	\$21.43
Group III-A	6/11		\$25.81	86	66	\$21.43
Group IV	6/11		\$23.58	86	66	\$21.43
Group V	6/11		\$26.51	86	66	\$21.43
Pipe Fitter		b	\$34.00	91	69	\$21.43
Glazier		c	\$26.35	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.36	42	44	\$10.94
First Semi-Skilled			\$22.36	42	44	\$10.94
Second Semi-Skilled			\$21.36	42	44	\$10.94
Lather			USE CARPENTER RATE			
Linoleum Layer & Cutter			USE CARPENTER RATE			
Marble Mason			\$20.62	124	74	\$12.68
Millwright	6/11		\$25.09	60	15	\$12.35
Iron Worker			\$27.51	11	8	\$18.30
Painter	6/11		\$20.80	18	7	\$10.92
Plasterer			\$24.29	94	5	\$12.12
Plumber		b	\$34.00	91	69	\$21.43
Pile Driver	6/11		\$25.09	60	15	\$12.35
Roofer			\$27.90	12	4	\$12.59
Sheet Metal Worker			\$28.90	40	23	\$13.35
Sprinkler Fitter	6/11		\$30.84	33	19	\$17.00
Terrazzo Worker			\$27.48	124	74	\$14.32
Tile Setter			\$20.62	124	74	\$12.68
Truck Driver - Teamster						
Group I	6/11		\$24.50	101	5	\$9.30
Group II	6/11		\$25.15	101	5	\$9.30
Group III	6/11		\$24.65	101	5	\$9.30
Group IV	6/11		\$25.15	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Welders - Acetylene & Electric		*				

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

\*\*Annual Incremental Increase



**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 9:** Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

**NO. 11:** Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

**NO. 12:** Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

**NO. 18:** Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

**NO. 22:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 26:** Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 28:** Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

**NO. 33:** Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

**NO. 40:** Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 7:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 42:** Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate. Overtime shall be computed at half-hour intervals. Shift Work: Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall received eighty (8) hours' pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall received (8) hours' pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

**NO. 55:** Means the regular work day shall be eight (8) hours between 8:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, all time worked on Saturday, shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay.

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 59:** Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a weeks work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

**NO. 60:** Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. **SATURDAY MAKE-UP DAY:** If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting at 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. **NOTE:** All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

**NO. 86:** Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 91:** Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.00 per hour premium for seven and one-half (7½) hours work. Third shift will be for eight (8) hours regular time pay plus \$2.50 per hour premium for seven (7) hour work.

**NO. 94:** Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

**NO. 101:** Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

**NO. 122:** Means forty (40) hours between Monday and Friday shall constitute the normal work week. Work shall be scheduled between the hours of 6:00 a.m. and 6:30 p.m., with one-half hour for lunch. Work in excess of eight (8) hours per day and forty (40) hours per week, and on Saturdays, shall be paid at the rate of one and one-half times the normal rate. Due to inclement weather during the week, Saturday shall be a voluntary make up day.

**NO. 124:** Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 3:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

**NO. 4:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

**NO. 5:** All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

**NO. 7:** The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for this eight (8) hours is too paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

**NO. 8:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

**NO. 15:** All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.

**NO. 19:** All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

**NO. 23:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday.

**NO. 44:** All work done on New Year's Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

**NO. 54:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 55:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 60:** All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

**NO. 66:** All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

**NO. 69:** All work performed on New Year's Day, Decoration Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas will also be holidays, but if the employer chooses to work these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Sunday in a particular year, the holiday will be observed on the following Monday.

**NO. 74:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

**NO. 76:** Work performed on Holidays shall be paid at the rate of two times the normal rate. Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If a holiday falls on a Sunday, it shall be celebrated on the following Monday, if it falls on Saturday, it shall be celebrated on the preceding Friday.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
<b>CARPENTER</b>					
Journeyman	6/11	\$29.52	7	16	\$12.35
Millwright	6/11	\$29.52	7	16	\$12.35
Pile Driver Worker	6/11	\$29.52	7	16	\$12.35
<b>OPERATING ENGINEER</b>					
Group I	6/11	\$24.89	21	5	\$21.33
Group II	6/11	\$24.54	21	5	\$21.33
Group III	6/11	\$24.34	21	5	\$21.33
Group IV	6/11	\$20.69	21	5	\$21.33
Oiler-Driver	6/11	\$20.69	21	5	\$21.33
<b>LABORER</b>					
General Laborer	6/11	\$25.16	2	4	\$10.92
Skilled Laborer	6/11	\$25.76	7	16	\$10.92
<b>TRUCK DRIVER - TEAMSTER</b>					
Group I		\$26.57	22	19	\$9.85
Group II		\$26.73	22	19	\$9.85
Group III		\$26.72	22	19	\$9.85
Group IV		\$26.84	22	19	\$9.85

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**BOONE COUNTY  
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 2:** Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

**NO. 7:** Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

**BOONE COUNTY  
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

**NO. 21:** Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

**NO. 22:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**BOONE COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

**NO. 4:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

**NO. 5:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

**NO. 16:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 19:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

## OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

Adair, Audrain, Boone, Callaway, Camden, Carter, Chariton, Clark, Cole, Cooper, Crawford, Dent, Franklin, Gasconade, Howard, Howell, Iron, Jefferson, Knox, Lewis, Lincoln, Linn, Macon, Maries, Marion, Miller, Moniteau, Monroe, Montgomery, Morgan, Oregon, Osage, Perry, Phelps, Pike, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, St. Charles, St. Francois, St. Louis City, St. Louis County, Ste. Genevieve, Schuyler, Scotland, Shannon, Shelby, Sullivan, Texas, Warren, and Washington.

### COMMERCIAL WORK

Occupational Title	Basic	Total
	Hourly Rate	Fringe Benefits
Journeyman Lineman	\$35.03	\$4.75 + 42%
Lineman Operator	\$30.24	\$4.75 + 42%
Groundman	\$23.38	\$4.75 + 42%

**OVERTIME RATE:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**HOLIDAY RATE:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

### UTILITY WORK

Occupational Title	Basic	Total
	Hourly Rate	Fringe Benefits
Journeyman Lineman	\$35.03	\$4.75 + 39.55%
Lineman Operator	\$30.24	\$4.75 + 39.55%
Groundman	\$23.38	\$4.75 + 39.55%

**OVERTIME RATE:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**HOLIDAY RATE:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

# EPLS

## Excluded Parties List System



### Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

### View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

### Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

### OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

### EPLS Search Results

#### Search Results for Parties Excluded by

Firm, Entity, or Vessel : ASBESTOS  
 State : MISSOURI  
 As of 06-Jan-2012 5:33 PM EST  
 Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

### Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

### Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

### Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

### Contact Information

- > For Help: Federal Service Desk



# CERTIFICATE OF LIABILITY INSURANCE

OP ID LI

DATE (MM/DD/YYYY)

01/17/12

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).

<b>PRODUCER</b>  <b>Assurance Brokers Ltd.</b> 95 North Research Dr Ste 100 Edwardsville IL 62025 Phone: 618-692-9800 Fax: 618-692-9865	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>ASBES-1</b>	FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  <b>Asbestos Removal Services Inc.</b> PO Box 105287 Jefferson City MO 65110	<b>INSURER A:</b> <b>Endurance American Ins Co</b>	<b>NAIC #</b> <b>10641</b>
	<b>INSURER B:</b> <b>Columbia Mutual Insurance</b>	
	<b>INSURER C:</b> <b>American Interstate Insurance</b>	<b>31895</b>
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		ECC101010127-01	03/31/11	03/31/12	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> <b>Asb/Lead/Poll.</b>	X				PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> <b>Professional/Mold</b>					GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY		CAPMO15800	03/31/11	03/31/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	EXS101010128-01	03/31/11	03/31/12	EACH OCCURRENCE	\$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$ 10,000,000
	DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 0						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		AVWCMO2009322011	03/31/11	03/31/12	<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/N <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
B	Property		CMPMO23160	03/31/11	03/31/12	<b>Buildings</b>	310,488
	Leased & Rented					<b>L/R</b>	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**PROJECT: 13/2011 TERM CONTRACT; BOONE COUNTY PURCHASING IS INCLUDED AS ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT PER TERMS OF POLICY.**

**CERTIFICATE HOLDER****CANCELLATION**

<b>BOONECO</b>  <b>BOONE COUNTY PURCHASING</b> 613 E. ASH STREET, ROOM 110 COLUMBIA MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2009 ACORD CORPORATION. All rights reserved.



## ARTICLE I

### **PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and Asbestos Removal Services, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

## ARTICLE II

### **FUNCTIONS TO BE PERFORMED**

#### **A. RESPONSIBILITIES OF THE SSA**

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 26<sup>th</sup> day of January 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of City of Columbia Cooperative Contract 77/2011 – Towing Services with I-70 Towing. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 26<sup>th</sup> day of January, 2012.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner

Absent  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
Director



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: January 19, 2012  
RE: Cooperative Contract: 77/2011 - Towing Services

COPY

Purchasing and Public Works request permission to utilize the City of Columbia cooperative term and supply contract *77-2011 - Towing Services* with I-70 Towing of Columbia, Missouri for towing service as the primary contractor for trucks/heavy equipment greater than 1 Ton. We will also use I-70 Towing as the secondary contractor for light and medium trucks. (We have another contract in place for light/medium towing service with the primary contractor).

This is a Term and Supply contract that will be used primarily by Public Works.

cc: Chad Martin, Sheriff  
Greg Edington, Resource Management  
Bid File

**PURCHASE AGREEMENT  
FOR  
77/2011 – Towing Services**

**THIS AGREEMENT** dated the 26 day of January 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **I-70 Towing**, herein “Vendor.”

**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 **Towing Services** in compliance with all bid specifications and any addendum issued for the City of Columbia Contract **77/2011**, Boone County Standard Terms and Conditions, Boone County Insurance Requirements, and Work Authorization Certification. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the City of Columbia Contract **77/2011** and Boone County Standard Terms and Conditions shall prevail and control over the vendor’s bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with towing services. The County has a contract in place for small and medium trucks with a different provider as the primary contractor and may use I-70 Towing for small and medium trucks as a secondary contractor. This contract will be used primarily for greater than 1 ton trucks/heavy equipment. Pricing for towing services is detailed within the City of Columbia’s contract.

3. **Contract Term** - This agreement shall commence on **the date written above and extend through March 31, 2013** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one-year periods** subject to the pricing clauses in the Contractor’s bid response and thereafter on a month to month basis for a maximum of six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

4. **Billing and Payment** - All billing shall be invoiced to the using department which may include the Boone County Sheriff, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202 and Public Works, Attn: Greg Edington, 5551 Highway 63 South, Columbia, MO 65201. Billings may only include the prices listed in the vendor’s bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor’s bid response to the specifications. The County agrees to pay all Monthly Statements within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

**I-70 TOWING**

**BOONE COUNTY, MISSOURI**

by *John Bergman*  
 title *Owner*

by: Boone County Commission  
*Samuel [Signature]*  
 Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

*[Signature]*  
 County Counselor

*Wendy S. Noren*  
 Wendy S. Noren, County Clerk

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

*Jim E. Pitchford*  
 Signature *by [Signature]*

*1/20/12*  
 Date

County-Wide Term & Supply  
*No Encumbrance Required*  
 Appropriation Account

**STANDARD TERMS AND CONDITIONS – CONTRACT WITH 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.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered a non-exclusive contract.
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.

**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.

**Compensation Insurance - Employee's Liability and Worker's 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.

**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 coverages. Should any work be subcontracted, these limits will also apply.

**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.

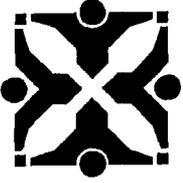
**Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a

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.

**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.

**77/2011 - Towing Services with I-70 Towing**

4.7.	<b>PRICING</b>	
	<b><u>3/4 or Less Standard Tow</u></b>	<b>Original Contract: through 3/31/12</b>
1.1	3/4 Ton or Less, Standard Tow	\$65.00
1.2	1 Ton, Standard Tow	\$85.00
1.3	> 1 Ton standard tow	\$185.00
1.4	Flat Tire Repair/Change	\$55.00
1.5	Jump Start	\$55.00
1.6	Pull Axle	\$0.00
1.7	Pull Drive Shaft	\$0.00
1.8	Extra Man, labor	\$50.00 per hour
2	Flat Tire Repair/Charge Without Tow - at Garage	\$55.00
3	Flat Tire Repair/Charge Without Tow - not at Garage	\$75.00
	<b><u>Towing for Environmental Health</u></b>	
4.1	3/4 Ton or Less Vehicle, Standard Tow	\$105.00
4.2	1 Ton Vehicle, standard Tow	\$115.00
4.3	> 1 Ton standard tow	\$195.00
4.4	3/4 Ton or Less, Vehicle Without Obstacles	\$105.00
4.5	> 1 Ton Vehicle, Tow Without Obstacles	\$115.00
4.6	> 1 Ton Vehicle, Tow With Obstacles	\$280.00
	<b><u>Wrecks or Other Special Recovery</u></b>	
5.1	1/4 Hour, Small	\$45.00
5.2	1/4 Hour, Medium	\$85.00
5.3	1/4 Hour, Heavy	\$115.00
5.4	per mile Small	\$3.00
5.5	per mile Medium	\$3.50
5.6	per mile Heavy	\$4.00
5.7	1/4 Hour, Small, Winch Service	\$40.00
5.8	1/4 Hour, Medium, Winch Service	\$45.00
5.9	1/4 Hour, Heavy, Winch Service	\$50.00



# CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT  
PURCHASING DIVISION

April 22, 2011

## NOTIFICATION OF AWARD - CITY OF COLUMBIA

### CONTRACT FOR: TOWING SERVICES

Your firm has been awarded the contract herein in response to our recent Request for Quotation. Contract Period is April 22, 2011 through March 31, 2012. The purchase orders for this year will be mailed to you. Please reference this purchase order number on every invoice submitted for material.

Please contact the Buyer shown below if there are any questions pertaining to this contract.

<b>CONTRACT NUMBER</b>	<b>ITEMS AWARDED</b>	<b>VENDOR NUMBER</b>	<b>VENDOR NAME</b>
77/2011	All (see attached)	13008	I-70 Towing Attn: John Berghager PO Box 30665 Columbia, MO 65205 Phone: 573-449-3336 Fax: 573-49-1164

TERMS: Net 30

Melinda Pope, CPPB  
Senior Procurement Officer  
573-874-7375

cc: Eric Evans  
Gerry Worley  
Dean Ravenscraft  
Darrell Anderson  
Aaron Ray  
Janis Brown  
Tyson Boldon – Boone County

## City of Columbia Purchasing (City of Columbia) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Melinda Pope Buyer	Address	701 E. Broadway	Address
Email	mcp@gocolumbiamo.com			
Phone	+1 (573) 874-7375		Columbia, MO	
Fax	+1 (573) 874-7762	Contact		Contact
Bid Number	77/2011	Department		Department
Title	Towing Services - Term & Supply	Building		Building
Bid Type	RFQ-F	Floor/Room		Floor/Room
Issue Date	03/10/2011	Telephone	(573) 8747375	Telephone
Close Date	4/5/2011 2:00:00 PM CST	Fax	(573) 8747762	Fax
Need by Date		Email		Email

### Supplier Information

Company i-70 Towing LLC  
 Address PO Box 30665  
 Columbia, MO 65205  
 Contact  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (573) 449 3336  
 Fax 1 (573) 449 1164  
 Email  
 Submitted 4/5/2011 8:05:21 AM CST  
 Total \$1,930.50

Signature \_\_\_\_\_

### Supplier Notes

### Bid Notes

**BIDDERS ARE ENCOURAGED TO USE THE ELECTRONIC BID SYSTEM FOR SUBMITTING BIDS AND MUST COMPLETE ALL REQUIRED FIELDS. NO FAX OR E-MAIL RESPONSES WILL BE ACCEPTED. SEALED BIDS MAY BE SUBMITTED AT 701 E. BROADWAY, 5TH FLOOR, COLUMBIA MO 65201; UNTIL THE BID CLOSING DATE AND TIME.**

### Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Terms and Conditions	Accept terms and conditions	Accept

2	Term and Supply Contract Conditions	<p>TERM AND SUPPLY CONTRACT for furnishing City of Columbia with Towing and Storage Services, as needed and as requested, from date of award through March 31, 2012. AGREE PRICES WILL BE FIRM FOR THE FIRST YEAR OF THE CONTRACT PERIOD.</p>	Term & Supply Contract Acknowledgment
3	Renewal Options	<p>Term &amp; Supply Contract Renewal Options: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. Any changes in pricing will be limited to documenting and providing a more current price list. Any discounts quoted herein will remain the same from year to year. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City.</p>	Renewal Options Acknowledgment
4	Certificate of Insurance Requirement Acknowledgment	<p>The City of Columbia's insurance requirements have been attached to this bid document. The Bidder hereby acknowledges that these insurance requirements have been reviewed and if awarded a contract, bidder will provide a Certificate of Insurance meeting these requirements as set forth herein.</p>	Certificate of Insurance Requirement Acknowledgment
5	Cooperative Contract Pricing	<p>Would you be willing to offer the same pricing to members of the Mid-Missouri Public Purchasing Cooperative? (Not responding to this question will not impact the evaluation of this bid.)</p>	Agree
6	Scope of Work	<p>This contract is intended primarily for towing city vehicles to and from locations within city limits, and a surrounding 15 mile radius of the city limits, at the direction of the various city departments. Using departments may include City Police, Water &amp; Light and Public Works Fleet Operations, Parks &amp; Recreation, and City Health Dept. Sizes in vehicles will vary. Types of vehicles include but not limited to: passenger cars, pickup trucks, dump trucks, refuse trucks, transit buses 30' and 40', and Water and Light trucks. Tow fees to include such incidental service as wreck cleanup, if needed.</p> <p>No subcontracting of service is permitted for this contract.</p> <p>Authorization for each towing service shall be made to the contractor only by the city department's authorized personnel.</p> <p>Contractor agrees, by submitting a bid, that no quantity of tows are guaranteed under this contract and the City of Columbia does not guarantee that the contractor's service will be utilized.</p> <p>Indicate if you agree or list any exceptions:</p>	agree

7 The section which follows concerns towing for Environmental Health Division:

For the City Environmental Health Division, towing will be agree for vehicles of property owners that have been classified as "unlicensed and/or inoperable", per the City of Columbia's nuisance ordinance, Section 11-262 through 11-269.

**Contractor Responsibility**

Contractor will receive notice from the offices of Environmental Health and a Search Warrant, as necessary, when services are needed. Notice will include property owner's name, address, telephone number, and location of vehicle to be towed. (A photocopy of the notice form is enclosed.) Contractor will complete the notice form and once the tow is complete, the notice form is to be returned to the Columbia Police Department for copy distribution to 1) records division of the Police Department; 2) owner; and 3) Department of Revenue. Contractor will make a copy for his files before forwarding to the Police Department.

Once a tow is performed (vehicle towed to contractor's storage location), the City's involvement in vehicle's disposition is complete. Contractor will be responsible for the safe storage of towed vehicles. Contractor shall have the right to assess owner a storage fee per day until vehicle is recovered, or after 30 days from impoundment and owner has not satisfied the storage fees, contractor shall have the right to apply for title to said vehicle.

**City's Responsibility**

The City will provide a Search Warrant for performing the tow, when needed. A designated City representative from the offices of Environmental Health will accompany the Contractor to the vehicle location to assist in determining accessibility. The City will pay for the towing of the vehicle, as quoted by bidder in the PRICING section of this bid. It is estimated that approx 40 vehicles, in various stages of disrepair, will be towed annually for the Health Department.

Indicate if you agree or list any exceptions:

8 Hours of Service and Response Time

Contractor will have vehicles available to provide service agree on a twenty-four (24) hour basis, seven days per week including all holidays.

The City of Columbia seeks to award this contract to one bidder whose offer best meets the City's towing needs. In the event the contractor fails to respond within thirty (30) minutes of service call, the city departments shall have the discretion of ordering a tow from a different company. For the Police Department, if Contractor fails to "call back" on a service call within 15 minutes, another towing company will be contacted.

Indicate if you agree or provide any exceptions:

9 Qualifications of Bidders

Bids will be considered only from firms regularly engaged agree in the towing business and who can produce evidence that they have an established, satisfactory record of performance for a reasonable time, have satisfactory financial support, required equipment, and organization sufficient to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions stated herein. The term "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company as determined by the City of Columbia.

Contractor must be licensed to tow vehicles within the City of Columbia, and maintain a fleet of vehicles in good working condition. Contractor's tow truck drivers shall have the appropriate Missouri Driver's License and be trained in towing service techniques. Contractor must possess either by lease or ownership (vehicles must be on-hand at the time of contractor's bid submission) a sufficient quantity of vehicles capable of providing tow service for any/all services awarded. In addition to any light vehicle tow trucks, the successful bidder must also have a roll-back type tow truck with a minimum of 10,000 lb capacity. At a minimum, for heavy vehicle towing, the successful bidder must have two (2) large capacity tandem axle wreckers configured with factory installed hydraulic lifts. Additionally, at least one of tandem axle wreckers must be configured with a 144" under-reach hydraulic lift capability to tow large fire trucks and other custom chassis type trucks.

VEHICLES PROVIDED BY CONTRACTOR

- Must meet State and Federal safety standards.
- Must display valid license for tow service by the City of Columbia, Missouri.
- Must be appropriately and sufficiently insured as specified in the section on insurance.
- Must be visibly identified with the name, colors, legend and/or design of the business.

Indicate if you agree or provide any exceptions:

10 CONTRACTOR FUNCTIONS AND RESPONSIBILITIES

The Contractor shall adhere to the highest standards in agree the performance of his obligations and the rendering of services under this agreement and shall:

- \*Provide authorized tow service as assigned.
- \*Provide drivers who have a valid license and properly trained for all operational aspects required for this contract.
- \*Dispatch a tow truck to arrive at the service location no later than thirty (30) minutes after notification by the City. See clarification for the Police Department, previous page.
- \*Be liable for any listed articles not found in the towed vehicle upon arrival at the assigned destination.
- \*Deliver each towed vehicle directly to the City's designated location. Failure to do so may result in a penalty assessment.
- \*Furnish your own equipment, supplies (including fuel) and personnel.
- \*Obtain and pay in full for all permits and licenses pertinent hereunto, and shall not burden the City with such fees and costs and shall post notices of intent, in public, if required by law.
- \*Submit invoices for tow services performed.
- \*Provide the City with a contact telephone number that shall be answered twenty four (24) hours a day, three hundred sixty five (365) days per year.

Indicate if you agree or list any exceptions:

- |    |   |   |  |
|----|---|---|--|
| 11 | Records and Invoicing   | <b>RECORD KEEPING</b><br><br>The Contractor must maintain adequate records of every vehicle towed for the City, showing the following: <ul style="list-style-type: none"><li>• Location where vehicle is picked up</li><li>• Make, Model and year of vehicle</li><li>• License plate number/state</li></ul><br><b>BILLING AND PAYMENT</b><br>Rates charged by the Contractor for services under this agreement shall not be in excess of those submitted in your bid. The City Finance/Accounts Payable Division will process payment of submitted invoices within thirty (30) days from receipt. Invoices must be itemized and include the City Purchase Order number, and details of the tow: the date, location, type of vehicle, license plate number, time expended and rate charged, mileage where appropriate, and owner's name. | agree  |
| 12 | CALL CANCELLATION   | The Contractor agrees that when he responds to a call and the call is cancelled before work or service at the scene is performed, there will be no charge to the City or the owner of the vehicle.  | agree: except after hours 6:00pm to 7:00 am we would like to have the option to charge \$10.00 |
|    |   | Indicate if you agree or provide details on any exceptions:   |  |
| 13 | Staff   | Provide a list of tow truck drivers in your employ and provide the type of drivers license, the type of experience the drivers have and any other certifications/qualifications they possess.   | Already on file  |
| 14 | If you have done business under a different name, please give that name and location: | If you have done business under a different name, please give that name and location:   | N/A  |
| 15 | Have you ever failed to complete any work awarded to your company?                    | Have you ever failed to complete any work awarded to your company? If so, where and why?  | NO   |
| 16 | References  | List three references, minimum, for same type of work performed in the past six months. State name and telephone number of contact person, as well as nature and cost of appraisal(s). Attach separate sheet if necessary.  | already on file  |
| 17 | Storage Facilities  | Provide a complete description of the proposed storage facilities, including location. Submission of photographs and facility layout would be helpful. You may upload these as a response attachment if you are submitting your bid electronically.   | already on file  |
| 18 | Equipment List  | Provide a list of trucks/equipment available to you that will be used for this contract. Include the mfr/make/year of each with size and towing capacity.   | already on file  |

## Line Items

#	Qty	UOM	Description	Response
1	1	PKG	Towing of city-owned vehicles:	\$495.00

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
1.1	1	EA	3/4 Ton or Less Standard tow, including normal hookup and tow to any location within the city limits or within 15 mile radius of city limits.	65.00

Supplier Notes:

1.2	1	EA	1 Ton Standard tow, including normal hookup and tow to any location within the city limits or within 15 mile radius of city limits.	85.00
-----	---	----	---	-------

Supplier Notes:

1.3	1	EA	Greater than 1 Ton Standard tow, including normal hookup and tow to any location within the city limits or within 15 mile radius of city limits.	185.00
-----	---	----	--	--------

Supplier Notes:

1.4	1	EA	Flat tire repair/change, per occurrence (associated with towing service)	55.00
-----	---	----	--	-------

Supplier Notes:

1.5	1	EA	Jump Start, per occurrence (associated with towing service)	55.00
-----	---	----	---	-------

Supplier Notes:

1.6	1	EA	Pull Axle (associated with towing service)	0.00
-----	---	----	--	------

Supplier Notes:

1.7	1	EA	Pull Drive Shaft (associated with towing service)	0.00
-----	---	----	---	------

Supplier Notes:

1.8	1	EA	Extra man, labor (associated with towing service)	50.00
-----	---	----	---	-------

Supplier Notes:

2	1	EA	Flat tire repair/change per occurrence (not associated with tow service)- at garage	\$55.00
---	---	----	---	---------

Item Notes:

Supplier Notes:

3	1	EA	Flat tire repair/change per occurrence (not associated with tow service)- not at garage	\$75.00
---	---	----	---	---------

Item Notes:

Supplier Notes:

4	1	PKG	Towing for Environmental Health:	\$915.00
---	---	-----	----------------------------------	----------

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Response Time	State maximum response time after receipt of service call from Environmental Health:	20 min

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
4.1	1	EA	3/4 Ton or Less Vehicle tow, per occurrence, based on information and requirements listed herein. This price to be a flat fee for standard tow (vehicle easily accessible with no maneuvering around other obstacles).	105.00

Supplier Notes:

4.2	1	EA	1 Ton Vehicle tow, per occurrence, based on information and requirements listed herein. This price to be a flat fee for standard tow (vehicle easily accessible with no maneuvering around other obstacles).	115.00
-----	---	----	--	--------

Supplier Notes:

4.3	1	EA	Greater than 1 Ton Vehicle tow, per occurrence, based on information and requirements listed herein. This price to be a flat fee for standard tow (vehicle easily accessible with no maneuvering around other obstacles).	195.00
-----	---	----	---	--------

Supplier  
Notes:

4.4	1	EA	3/4 Ton or Less Vehicle tow, per occurrence, based on the information and requirements listed herein. Price to be a flat fee for tow where maneuvering around other obstacles is necessary to obtain access to vehicle involved.	105.00
-----	---	----	--	--------

Supplier  
Notes:

4.5	1	EA	1 Ton Vehicle tow, per occurrence, based on the information and requirements listed herein. Price to be a flat fee for tow where maneuvering around other obstacles is necessary to obtain access to vehicle involved.	115.00
-----	---	----	--	--------

Supplier  
Notes:

4.6	1	EA	Greater than 1 Ton Vehicle tow, per occurrence, based on the information and requirements listed herein. Price to be a flat fee for tow where maneuvering around other obstacles is necessary to obtain access to vehicle involved.	280.00
-----	---	----	---	--------

Supplier  
Notes:

5	1	PKG	For wrecks or other special recovery efforts, the City understands the Contractor may need to supply an additional wrecker, and there may be additional time and manpower required. Provide pricing for this service based on 15 minute increments above the standard rates already listed.	\$390.50
---	---	-----	---	----------

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
5.1	1	1/4 Hour	Small - Provide pricing for this service based on 15 minute increments above the standard rates already listed.	45.00

Supplier  
Notes:

5.2	1	1/4 Hour	Medium - Provide pricing for this service based on 15 minute increments above the standard rates already listed.	85.00
-----	---	----------	--	-------

Supplier  
Notes:

---

5.3	1	1/4 Hour	Heavy - Provide pricing for this service based on 15 minute increments above the standard rates already listed.	115.00
-----	---	----------	---	--------

Supplier  
Notes:

---

5.4	1	per mile	Small - Mileage to deliver or pick up vehicle outside specified range of 15 miles outside city limits	3.00
-----	---	----------	---	------

Supplier  
Notes:

---

5.5	1	per mile	Medium - Mileage to deliver or pick up vehicle outside specified range of 15 miles outside city limits	3.50
-----	---	----------	--	------

Supplier  
Notes:

---

5.6	1	per mile	Heavy - Mileage to deliver or pick up vehicle outside specified range of 15 miles outside city limits	4.00
-----	---	----------	---	------

Supplier  
Notes:

---

5.7	1	1/4 hour	Small - Winch service, in addition to tow charge, per 15 minute increments at recovery site.	40.00
-----	---	----------	--	-------

Supplier  
Notes:

---

5.8	1	1/4 hour	Medium - Winch service, in addition to tow charge, per 15 minute increments at recovery site.	45.00
-----	---	----------	---	-------

Supplier  
Notes:

---

5.9	1	1/4 hour	Heavy - Winch service, in addition to tow charge, per 15 minute increments at recovery site.	50.00
-----	---	----------	--	-------

Supplier  
Notes:

---

Response Total:				\$1,930.50
-----------------	--	--	--	------------

---

MISSOURI  
GENERAL DRIVER LICENSE

License Number K20536442

FUTURA  
BRENGINO  
909 RED OAK LN  
COLUMBIA, MO 65203

Birthdate: 05-19-1987 Expiration Date: 05-19-2012  
Male 5'07" 175 lbs Blue Eyes  
Residence: Endorsements:

*Futura Brengino*

Driver

MISSOURI  
GENERAL DRIVER LICENSE

License Number S211125006

ROBERTS  
ALFRED LEE  
1785 PLUMMER HANCOCK ST  
COLUMBIA, MO 65202

Birthdate: 04-07-1952 Expiration Date: 04-07-2012  
Male 5'07" 175 lbs Blue Eyes  
Residence: Endorsements:

*Alfred Lee Roberts*

Driver

MISSOURI  
COMMERCIAL DRIVER LICENSE

License Number P211104024

OCONNOR  
DOUGLAS MATHEW  
1808 PROGRESSIVE BLVD  
COLUMBIA, MO 65202

Birthdate: 11-28-1957 Expiration Date: 11-28-2013  
Male 5'11" 175 lbs Brown Eyes  
Residence: Endorsements:

*Douglas Mathew O'Connor*

Driver

MISSOURI  
DRIVER LICENSE

License Number S211006058

RITTER  
JUSTIN WILLIAM  
118 ALBERT DR  
COLUMBIA, MO 65201

Birthdate: 01-27-1987 Expiration Date: 01-27-2012  
Male 5'07" 175 lbs Blue Eyes  
Residence: Endorsements:

*Justin William Ritter*

Driver

MISSOURI  
GENERAL DRIVER LICENSE

License Number S022054001

BERGHAGER  
MICHAEL JOHN JR  
3525 RTE  
COLUMBIA, MO 65202

Birthdate: 03-25-1962 Expiration Date: 03-25-2012  
Male 6'00" 210 lbs Blue Eyes  
Residence: Endorsements:

*John Berghager*

OWNER

MISSOURI  
GENERAL DRIVER LICENSE

License Number T211095101

MAXWELL  
WALTER HARLETT  
958 S BROADWAY  
ROCKFORD, MO 64686

Birthdate: 02-12-1952 Expiration Date: 02-12-2012  
Male 5'07" 175 lbs Blue Eyes  
Residence: Endorsements:

*Walter Harlett Maxwell*

Office & Driver

MISSOURI  
GENERAL DRIVER LICENSE

License Number K20536442

SIECKMANN  
COREY MARTIN  
12705 LANG RD  
BOONVILLE, MO 65233

Birthdate: 11-01-1982 Expiration Date: 11-01-2018  
Male 6'01" 229 lbs Hazel Eyes  
Residence: Endorsements:

*Corey Martin Sieckmann*

P.T. Driver

MISSOURI  
GENERAL DRIVER LICENSE

License Number T211095101

MAXWELL  
WALTER HARLETT  
958 S BROADWAY  
ROCKFORD, MO 64686

Birthdate: 02-12-1952 Expiration Date: 02-12-2012  
Male 5'07" 175 lbs Blue Eyes  
Residence: Endorsements:

*Walter Harlett Maxwell*

Driver

MISSOURI  
GENERAL DRIVER LICENSE

License Number K20536442

LAKE  
DONALD LEE  
1130 N DOZIER STATION RD  
COLUMBIA, MO 65202

Birthdate: 05-22-1940 Expiration Date: 05-22-2013  
Male 6'02" 246 lbs Blue Eyes  
Residence: Endorsements:

*Don L. Lake*

Driver

**KBK DRIVER LIST**

Driver's Name	Commercial Driving Experience	Tow Truck Experience
1. John Berghager	28 years	9 years
2. Bren Futura	15 years	2 years
3. Douglas O'Connor	8 years	4 years
4. Corey Sickman	5 years	5 years
5. Donald Lake	50 years	45 years
6. Alfred Lee Roberts	25 years	25 years
7. Justin Ritter	4 years	1 year
8. Wayne B Maxwell	30 years	26 years
9. Keith Thompson	10 years	8 years
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		

**From:** "John Berghager" <jb@i70towing.com>  
**To:** "Melinda Pope" <mcp@gocolumbiamo.com>  
**Date:** 4/12/2011 5:00 PM  
**Subject:** Equipment List

- 1) 2007 Freightliner Coronado (Tri-axle) with 50 Ton Heavy Duty wrecker bed with 144" hydraulic under-reach also has 35 Ton SP-850 side puller, factory installed. This truck has 4 winches on it.
- 2) 2003 Peterbilt 379 (Tri-axel) with a 2008....50 Ton Heavy Duty wrecker bed with 144" hydraulic under-reach, factory installed.
- 3) 1997 Peterbilt 379 with a 2004....35 Ton Heavy Duty wrecker bed with 125" hydraulic under-reach, factory installed.
- 4) 2008 Peterbilt 330 ....16 Ton Medium Duty wrecker bed, factory installed.
- 5) 2006 International 4300 Flat bed..... roll-back
- 6) 1998 International 4300 Flat bed..... roll-back
- 7) 2008 Chevy 3500HD light duty wrecker
- 8) 2008 Chevy 3500HD light duty wrecker
- 9) 2008 Landoll trailer.....Equipment hauling trailer
- 10) 2009 Landoll trailer ...Equipment hauling trailer
- 11) 2009 Load King 55 Ton detach trailer (Heavy haul trailer)
- 12) 1997 Eagerbeaver 50 Ton detach trailer (Heavy haul trailer)
- 13) 2005 Freightliner road tractor
- 14) 1988 Peterbilt road tractor
- 15) Dump truck for hauling off debris.
- 16) Samsung 280 Track Hoe for clean up of accidents

John Berghager  
I70 Towing & Recovery  
www.i70towing.com  
P.O. Box 30665  
Columbia, MO 65205  
PH (573)449-3336  
Fax (573)449-1164

**From:** "John Berghager" <jb@i70towing.com>  
**To:** "Melinda Pope" <mcp@gocolumbiamo.com>  
**Date:** 4/13/2011 7:30 AM  
**Subject:** Storage Lot

Our Storage lot is located @ 2105 Paris road ( the old Mid City Lumber yard). We have 2.5 acres of concrete with 2.....6' fences with barb wire on top.

We have inside storage at this location.

We have 6 video camera's with 24 hour recording, monitored from our office. State of the art. No one within 75 miles has this that I know of.

Thanks

John Berghager  
I70 Towing & Recovery  
www.I70towing.com  
P.O. Box 30665  
Columbia, MO 65205  
PH (573)449-3336  
Fax (573)449-1164



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/14/2011

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 Zurich, Account Service Center 7045 College Blvd. Overland Park, KS 66211 Fax: 888-734-6776 Ph: 877-225-5276 Opt. 1	CONTACT NAME: Zurich N.A. - Account Service Center
	PHONE (A/C No. EXT): 877-225-5276 FAX (A/C No): 888-734-6776 E-MAIL ADDRESS: service.center@zurichna.com
INSURED 014429800 I-70 TOWING LLC  1307 GRAND AVE COLUMBIA, MO 65203	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Universal Underwriters Insurance Company 41181
	INSURER B: Universal Underwriters of Texas Ins. Co. 40843
	INSURER C:
	INSURER D: INSURER E:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSRD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input type="checkbox"/>	316847	07-01-2011	07-01-2012	EACH OCCURRENCE \$ 300,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> COMP/COLL DEQ \$	<input type="checkbox"/>	316847	07-01-2011	07-01-2012	COMBINED SINGLE LIMIT (Ea Accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	<input type="checkbox"/>	316847	07-01-2011	07-01-2012	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	<input type="checkbox"/>	316847	07-01-2011	07-01-2012	OTHER THAN AUTO ONLY EACH ACC: \$ 300,000*
A	CUSTOMER AUTO-DIRECT PRIMARY	<input type="checkbox"/>	316847	07-01-2011	07-01-2012	\$ 300,000 Limit

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

Reason for Certificate: State Requirement.  
 30 day notice of cancellation applies, except for cancellation due to non-payment of premium.  
 See Additional Remarks Schedule Attached

<b>CERTIFICATE HOLDER</b> BOONE COUNTY PURCHASING DEPARTMENT 601 EAST WALNUT RM 208  COLUMBIA, MO 65201 Attn: MELINDA BOBBITT Fax: 1-573-886-4390	<b>CANCELLATION</b> 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 
---	--

## IMPORTANT

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

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

## DISCLAIMER

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

AGENCY CUSTOMER ID: 014429800  
LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY Zurich, Account Service Center		NAMED INSURED I-70 TOWING LLC	
POLICY NUMBER 316847		1307 GRAND AVE COLUMBIA, MO 65203	
CARRIER Universal Underwriters Insurance Company	NAIC CODE 41181	EFFECTIVE DATE: 07-01-2011	

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate Of Liability Insurance

\*Products - Completed Operations Aggregate of \$900,000 applies to the Garage Liability.  
 Certificate Holder is named as an Additional Insured.

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

January Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 26<sup>th</sup> day of January 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of Missouri Department of Transportation Cooperative Contract 3-080429 – Melter Applicator with Paving Maintenance Supply. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract. In addition, the County Commission approves the surplus disposal of a 2005 Cimline Magma Crack Melter, asset number 14974.

Done this 26<sup>th</sup> day of January, 2012.

ATTEST:

Wendy S. Noren cc  
 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

Absent  
 Skip Elkin  
 District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
Director



613 E. Ash Street, Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

---

## MEMORANDUM

COPY

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: January 10, 2012  
RE: 3-080429 – Melter Applicator

Purchasing and Public Works request permission to utilize the Missouri Department of Transportation contract 3-080429 to purchase one (1) Melter Applicator from Paving Maintenance Supply of Wichita, Kansas.

Total cost for Melter Applicator is \$45,934.06 and will be paid from department 2040 – Public Works Maintenance Operations, account 92300 – Replacement Machinery & Equipment. \$50,000.00 was budgeted for this purchase.

Public Works is requesting to surplus one (1) 2005 Cimline Magma Creek Melter, serial #05110215, fixed asset tag 14974. Purchasing will list this on GovDeals.

ATT Public Works Memo

cc: Greg Edington, PW  
Contract File

# BOONE COUNTY

RECEIVED

JAN 10 2012

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

BOONE COUNTY AUDITOR

DATE : January 3, 2012

FIXED ASSET TAG NUMBER: 14974

DESCRIPTION: 2005 Cimline Magma Crack Melter

REQUESTED MEANS OF DISPOSAL: Sell

OTHER INFORMATION: 700 hours on meter

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: Equipment is planned for replacement, life to date repairs have exceeded acceptable equipment expense vs. repair expense ratio.

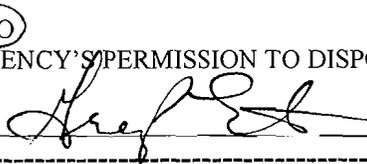
COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: None

WAS ASSET PURCHASED WITH GRANT FUNDING? YES  NO   
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 2040

SIGNATURE



**AUDITOR**

ORIGINAL PURCHASE DATE 3/16/2005

RECEIPT INTO 2040-3835 (TRADE-IN)

ORIGINAL COST 33,741.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

ASSET GROUP 1604

AGENCY \_\_\_\_\_

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

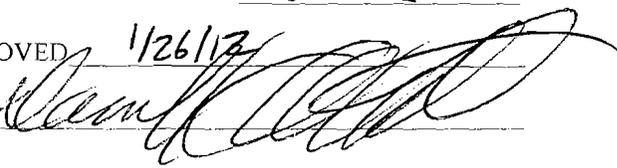
INDIVIDUAL \_\_\_\_\_

\_\_\_ TRADE \_\_\_ AUCTION \_\_\_ SEALED BIDS

\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 33-2012

DATE APPROVED 1/26/12

SIGNATURE 

# Boone County Public Works

**Gregory P. Edington**  
Fleet and Facilities Manager  
Maintenance Operations Division



5551 Highway 63 South  
Columbia, Missouri 65201-9711  
(573) 449-8515 ext (226)  
FAX (573) 875-1602  
EMAIL: [gregedington@boonecountymo.org](mailto:gregedington@boonecountymo.org)

---

Date: January 3, 2012

To: Melinda Bobbitt

From: Greg Edington *GE*

Subject: Melter Applicator

---

The Public Works Department – Maintenance Operations Division (2040) recommends purchasing one (1) Melter Applicator off of MoDot bid # **3-080429**. The bid has a multiple vendor awards. Paving Maintenance Supply had the lowest cost with the desired options and provides the equipment that best fits the Department's needs. Below is a summary of base costs and option costs:

Base Price: \$ 28,896.00

Options:

Air Compressor (70cfm)	\$	13,965.00
3" Pintle Hitch	\$	142.80
Seven Pin Round Connection	\$	68.74
Tongue Jack w/wheel	\$	500.00
Overnight Heater	\$	419.20
10 lb Extinguisher w/cover	\$	214.00
Mounting Bracket for ext.	\$	95.00
Engine Cover	\$	1,503.32
3/8" Safety hooks (2)	\$	130.00

Total of bid base price with options: \$ 45,934.06

The amount budgeted for the equipment in the 2012 budget is \$50,000. The equipment will be purchased out of account 2040 class 92300.

**PURCHASE AGREEMENT  
FOR  
2012 MELTER APPLICATOR**

**THIS AGREEMENT** dated the 17<sup>th</sup> day of January 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Paving Maintenance Supply, Inc**, herein "Vendor."

**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 **2012 Melter Applicator** in compliance with all bid specifications and any addendum issued for the Missouri Department of Transportation Contract **3-080429** and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Missouri Department of Transportation Contract 3-080429 and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) Melter Applicator as follows:

	<u>Unit Price</u>	<u>Quantity</u>	<u>Extended Price</u>
2012 Crafc0 SS125 Small Melter	\$28,896.00	1	\$28,896.00
Air Compressor (70 cfm)	\$13,965.00	1	\$13,965.00
3" Pintle Hitch: 20014	\$142.80	1	\$142.80
Seven Pin Round Connection: 24183	\$68.74	1	\$68.74
Tongue Jack w/Caster Wheel: 23082C	\$500.00	1	\$500.00
Overnight Heater (1 REQ): 24190K	\$419.20	1	\$419.20
10# Fire Ext W/Cover: 26059	\$214.00	1	\$214.00
Mounting Bracket for 10# Fire Ext: 26059	\$95.00	1	\$95.00
3/8" Safety Hook with Latch (2 REQ): 26119	\$65.00	2	\$130.00
Engine Cover / Tier 2: 45535	\$1,503.32	1	\$1,503.32
<b>TOTAL</b>			<b>\$45,934.06</b>

For a grand contract total of Forty Five Thousand Nine Hundred Thirty Four Dollars and Six Cents (\$45,934.06).

3. **Delivery** - Vendor agrees to deliver equipment as set forth in the bid documents and within 30 - 60 days after receipt of order. Delivery shall be to Boone County Public Works, Attn: Greg Edington, 5551 Highway 63 South, Columbia, MO 65201.

4. **Title** - Title in the name of: Boone County Public Works. Address: 613 E. Ash Street, Room 110, Columbia, MO 65201.

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 vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

**PAVING MAINTENANCE SUPPLY, INC.**

by Michael A. Cole  
title Branch Manager

**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

Wendy S. Noren  
Wendy S. Noren, County Clerk

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

James E. Pritchard  
Signature

1/20/12  
Date

2040-92300 - \$45,934.06

Appropriation Account

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

shall govern.

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



MISSOURI DEPARTMENT OF TRANSPORTATION  
 GENERAL SERVICES DIVISION  
 FLEET SECTION

**NOTIFICATION OF STATEWIDE CONTRACT**

**CONTRACT TITLE:** 3-080429 Melter Applicator & Pavement Cutter

**CURRENT CONTRACT PERIOD:** Through April 30, 2012

**BUYER INFORMATION:** Warren Blanchard  
 573-526-2529  
[warren.blanchard@modot.mo.gov](mailto:warren.blanchard@modot.mo.gov)

<b>RENEWAL INFORMATION</b>	Bid prices should be firm for purchase until April 30, 2012. This is the final extension available for this contract.
----------------------------	---

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

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	District	COOP PROCUREMENT
3-080429		Paving Maintenance Supply Inc.	1,2,4,5,	Yes
		1616 E. 37 <sup>th</sup> . Street		
		Wichita, KS. 67219		
		Michael Cook		
		816-525-8755		
3-080429		Sasco pavement Coatings Inc	7,8,9	Yes
		718 N. Broadview PL.		
		Springfield MO. 65802		
		Mark Cannefax		
		417-840-8736		
3-080429		Clayco Midwest Co.	3,6,10	Yes
		PO. Box 1057		
		Granite City IL. 62040		
		Barry Barber		
		618-877-8031		



**Melter Applicator & Pavement Cutter  
Multiple Award**

**2011 Extension**

**Contract Number: 3-080429 Melter Applicator**

**Vendor: Paving Maintenance Supply**

**Item – 1 Small Melter Applicator:**

<i>MAKE/MODEL:</i> Crafcoc SS125 Small Melter	<b>PRICE: \$28,896.00</b>
AIR COMPRESSOR (50CFM)	\$ 12,547.50
AIR COMPRESSOR (70cfm)	\$13,965.00
46100SB EZ SERIES II 500 W/NON-HEATED SEALING HOSE	\$1,423.00
46100EB EZ SERIES II 500 W/HEATED SEALING HOSE	\$4,670.00
51225 HYDRAULIC DRIVEN AUTO LOADER	\$9,450.00
45650/45690 HOT AIR LANCE W/40 FT HOSE & WHEEL KIT	\$ 2,690.00
<b>ADDITIONAL OPTIONS:</b>	
23007/20014 SURGE BRAKES W/ 3” PINTLE HITCH	\$1,800.00
20014 3” PINTLE HITCH	\$ 142.80
20016 2 ½” PINTLE HITCH	\$ 199.00
20017 2”Ball Hitch	\$142.80
20018 2 5/16” BALL HITCH	\$ 195.00
24007 FIVE PIN FLAT CONNECTION	STANDARD
24074 SIX PIN ROUND CONNECTOR	\$64.78
24183 SEVEN PIN ROUND CONNECTION	\$68.74
24184 FIVE PIN ROUND FEMALE	\$ 45.90
20120 18” HITCH EXTENSION	\$ 620.00
20140 28” HITCH EXTENSION	\$ 680.00
20150 39” HITCH EXTENSION	\$ 760.22
23082C TONGUE JACK W/CASTER WHEEL	\$ 500.00
24086 LOCKABLE BATTERY BOX	\$ 167.00
24095K STROBE LIGHT KIT INSTALLED	\$ 342.00
24190K OVERNIGHT HEATER (1 REQ)	\$ 419.20
26058 10# FIRE EXT W/COVER (MUST ORDER 26059 TO MOUNT)	\$ 214.00
26059 MOUNTING BRACKET FOR 10# FIRE EXT	\$ 95.00
26060 20# FIRE EXT W/COVER (MUST ORDER 26061 TO MOUNT)	\$ 325.00
26061 MOUNTING BRACKET FOR 20# FIRE EXT	\$ 96.00
26098 TOOL BOX (MUST ORDER 43521 TO MOUNT)	\$ 96.00
26119 3/8” SAFETY HOOK WITH LATCH (2 REQ)	\$ 65.00
29357 MUDFLAP EACH (1 PER TIRE)	\$ 143.40
43416 GRAVITY FEED KIT	\$ 300.00
43521 TOOLBOX BRACKET	\$53.55
43540 SPARE TIRE KIT	\$320.00
43735 LOCK CONTROL BOX SS SERIES	\$ 10.91
45535 ENGINE COVER / TIER 2	\$1,503.32
45599 KIT, INSULATION ENGINE COVER	\$250.00
29770 SPECIAL PAINT COLOR (SPECIFY COLOR)	\$880.00
44894 ARROWBOARD KIT	\$1,640.00

**Notes:**

**% Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount 0%**

**Delivery will be made 30-60 days after receipt of order.**

**Vendor bidding only Districts 1, 2, 4, 5.**



MISSOURI DEPARTMENT OF TRANSPORTATION  
TRAILER MOUNTED ENGINE-DRIVEN SMALL MELTER APPLICATOR  
SPECIFICATIONS

**General**

This double type Melter/Applicator should be the manufacture's current model. This unit shall be capable of heating and applying (without modification) all grades of asphalt rubber sealants, specification joint sealants and fiber modified sealants. The machine shall be capable of starting at ambient temperature, bringing the sealant material up to application temperature in one hour or less.

**Frame**

This unit shall be trailer mounted. The tongue shall be adjustable in height above ground level at least 15 to 30 inches permitting practically level towing with a wide range of towing vehicles. The towing hitch shall be a pintle hitch with a minimum of a 3 inch opening bolted to the hitch plate for easy height adjustment and/or conversion to other type hitches. The frame shall be constructed of either 4 inch steel channel or 2 inch by 6 inch tube steel design.

**Running Gear**

The unit shall be equipped with a single independent rubber torsional axle; having a safe load capacity of 5,200 pounds, electric brakes, modular wheels and 15" radial tires (Load Range D). A swing away screw type tongue jack shall be furnished. It shall be a heavy-duty type with a load capacity of 7,000 pounds and be a side mounted for positive road clearance while undertow. The unit shall also be equipped with two safety chains not less than 48 inches of .25 inch coil proof design, attached to the frame with a drilled type clevis pin and hooks on the opposite end with safety clips.

**Lights**

The unit shall have dual taillights, stop lights and turn signals. A license plate holder shall be attached to the driver's side taillight. The light connectors shall be a 7-way receptacle type.

**Heating Tank**

The material heating tank shall have a minimum capacity of 110 gallons to a maximum capacity of 125 gallons at ambient temperature. A double boiler type jacket shall create a reservoir, which shall hold no more than 35 gallons of heat transfer oil at 70 degrees F (21.1 degrees C). The oil jacket shall wrap around 100% of the outside area of the material tank sides and bottom and allow for complete circulation of the heat transfer oil. The tank and jacket shall be constructed of minimum 10-gauge steel.



### **Loading Hatch**

A low profile opening for loading shall be required at the top of the material tank and located on the curbside of the machine for operator safety. The loading height shall not exceed 59 inches for operator convenience. The opening shall have a minimum area of 252 square inches. The lid shall be hinged to allow placement of a block of sealant to provide easy anti-splash loading.

### **Insulation**

The heating tank shall be insulated with a minimum of 1" thick high temperature ceramic or industrial insulation and covered by a 22-gauge steel outer skin.

### **Cold Sealed Tank**

A sealed cold tank shall be provided to minimize oil oxidation and prevent moisture condensation into the heat transfer oil.

### **Heating System**

The heat transfer oil is heated by one (1) 12 volt 250,000 BTU high efficiency forced air diesel burner fired directly into a lined combustion chamber and at the bottom of the heat transfer oil tank. The total area exposed to the burner may be up to 5,244 sq. in. The material tank may be up to 4,267 sq. in. with the heat transfer oil. This provides for a melt rate of approximately 800 pounds per hour. There will be a shroud installed over the burner for protection.

### **Ignition Burner**

Burner shall be lit by a constant duty voltage transformer powering an electric spark ignitor. This ignitor shall work in conjunction with a sensor that detects a lack of burn or ignition and shuts down the fuel supply. The thermostat control is located on the curbside of the machine for operator safety.

### **Pumping Unit**

An internal hardened steel gear pump located in the center and bottom of the material tank or an external 2 inch helical gear pump must be provided for pumping of sealant from tank. If the pump is mounted externally it shall be located inside an insulated heated cabinet. The cabinet will have insulated doors at the rear of machine. If the pump is mounted internally, a heated cabinet shall not be required. The pump must be reversible for cleanout. Sealant delivery shall be on demand and pumping of sealant is to be controlled by a switch on the hand wand. The pump shall be capable of sealant delivery at a rate that exceeds the melt capacity of the unit.



### **Temperature Control**

The melter applicator shall have 3 thermostatic control devices, which will automatically regulate hot oil, material and hose temperature. Each control shall have a digital readout for temperatures of hot oil, material and hose temperature. Melter shall have control of temperature for a broad range of sealants from a low of 200 degrees F up to a high range of 400 degrees F. All temperature controls will be mounted inside a weather resistant box. A single power switch shall activate the controls. These controls may include temperature interlocks which when activated by the single power switch, will then automatically turn on the agitator and pump at the proper time.

### **Agitation**

The sealant material shall be mixed by a hydraulically driven full sweep vertical agitator with two opposing horizontal paddles with vertical risers attached to the ends. The agitator shall rotate in two directions. Agitator shut off automatically when the loading hatch is opened.

### **Drive and Drive Controls**

The motive force to the agitator and material pump shall be hydraulic motors driven by a single hydraulic pump located on the diesel engine. The drive control governing the rotational speed of the material pump shall be controlled by a hydraulic valve and located at the rear of the machine. The sealant material output will be controlled by a switch on the operator hand wand. Sealant delivery system may or may not have material flow shut off valves. If the wand is dropped, sealant must automatically stop being extruded from the sealing hose.

### **Engine**

The unit shall be equipped with a diesel engine complying with the following specifications: direct injected, electric start, Three Cylinder (min. 25 H.P.), full flow oil filter, electric fuel pump, water cooled and constant speed mechanical governor. Engine speed must be preset at factory to operate alternator output to power the heated wand and hose. The engine and radiator shall be protected by a lockable engine enclosure for operator protection and to prevent vandalism.



**Sealant Hose and Applicator Wand**

Hose shall be: minimum 3/4" ID, minimum 18 feet in length, insulated with steel inner core, Teflon lined and may include an electrically heated 48 inch wand. The hose is to be wrapped with electrical wires for heating. The wires will be capable of heating the hose to 400 degrees F in less than 30 minutes and have variable temperature control capability. The hose is manufactured for handling products up to 500 degrees F at 500-psi working pressure. Due to weight considerations oil jacketed sealing hoses will not be accepted. The hand wand shall be constructed with sufficient strength to stand up to normal day-to-day operation. The hose shall be heated by low voltage electric current from a generator on the diesel engine. Material flow is controlled by a trigger switch. The connection between the wand and hose shall be through a 360-degree swivel.

**Fuel Capacity**

The melter shall have a 25-gallon diesel fuel tank for operation of the entire unit. The unit will be capable of operating for minimum of 12 to 15 hours on one tank of fuel.

**Color**

Manufacture standard over a prime coat.

**Miscellaneous**

All parts, tools and/or accessories not specifically called for, but required to properly operate the above equipment, shall be provided. Delivered equipment is subject to the Department's inspection and approval.

All qualified bidders must have and maintain a complete inventory of repair parts as well as having experienced factory trained in-house service personnel for this equipment. Bidder must demonstrate the ability to provide replacement parts and qualified service technicians within 48 hours of equipment failure. A video manual as well as a comprehensive safety manual will be supplied with each unit. A factory-trained person shall be made available for initial start-up and training in the operation of the melter.

The Missouri Department of Transportation Commission reserves the right to waive technicalities and to reject any or all bids and no bid is final until formally accepted by the Commission.



Bid Request No. 3-080429  
Bid Opening April 29, 2008

April 11, 2008

To: Equipment Dealers/Manufacturers

Dear Sir or Madam:

The Missouri Department of Transportation (MoDOT) is in the process of soliciting competitive bids for Melter Applicator. Bids should be mailed to General Services-Fleet, P.O. Box 270, Jefferson City, MO 65102 and will be opened on April 29, 2008 at 2:00 p.m. Please note the enclosed Terms and Conditions that contain all "boiler plate" information and special notes.

If you have any questions about this bid, please feel free to contact me at 573-526-7932, or by email at [jerry.dunn@modot.mo.gov](mailto:jerry.dunn@modot.mo.gov).

Thank you.

Jerry Dunn  
General Services Specialist



Bid Request No. 3-080429  
Bid Opening April 29, 2008

## **NOTIFICATION**

In accordance with RSMo 414.365, MoDOT must use fuel with at least the biodiesel content of B-20. (<http://www.moga.mo.gov/statutes/C400-499/4140000365.htm>) By submitting a response to this bid, you agree to comply with all the terms of your company's standard equipment warranties, except to the extent the equipment problems are determined to be attributed to MoDOT's use of B-20 fuel.



## **PRICING SHEETS**

Missouri Department of Transportation  
General Services Division  
Jefferson City, Missouri

The purpose of this document is to solicit competitive sealed bids from bidders for the purchase of a Melter Applicator and Pavement Cutter for the ten district offices (see page 14) in accordance with the requirements stated herein. **There is no guarantee as to how many units will be ordered.**

Bid prices should be firm for purchase until April 30, 2009. Three (3) one-year extensions are available upon mutual consideration by Missouri Department of Transportation and the successful bidder. Allowance for inflation increases will be considered at the time of offer of these extensions.

Submit descriptive literature and specifications showing exact equipment you propose to furnish. Bid price should include the cost of two (2) Operator's Manuals, two (2) Parts Books, and two (2) Technical Service Manuals.

**A COMPLETE LIST OR CATALOG DESCRIBING ALL AVAILABLE TRAINING MATERIALS RELATED TO THE ITEMS YOU ARE BIDDING MUST BE INCLUDED IN YOUR BID.**

Warranty information beyond the Missouri Department of Transportation's requirement must be submitted with your bid.

*The vendor shall demonstrate to the District prior to acceptance by the District, that the equipment delivered complies fully with the enclosed specifications.*

**NET DELIVERED FIRM PRICE** - the unit(s) shall be delivered complete and ready for use to the delivery destination.

***BID AWARD CRITERIA:*** This is a Multiple Award bid and there will be no 'one' bidder awarded each item within this bid. Each individual delivery destination will have sole responsibility for the discretion of all purchasing decisions. Criteria used to determine the Lowest and Best Bid are based on price, location of servicing dealers, past performance of servicing dealers, and past performance of different makes and models of (equipment type). This bid will not be awarded solely based on low price per delivery destination. You should indicate on the bid sheets which Districts you would like to provide services to in order for your bid to be considered. Units must be delivered to the listed delivery destinations but they will have to be serviced at other locations within the district.



**BID ITEMS**

**Melter Applicators:** All Melter Applicators are priced with major standard equipment and meeting MoDOT Specification E1221 SM and E1221 LG

**Pavement Cutter:** This Cutter shall be priced with major standard equipment and meeting MoDOT Specification E1221CUTTER

**Item #1:** Outright purchase of new Small Melter Applicator with the material heating tank having a minimum capacity of 110 gallons at ambient temperature and meeting Missouri Department of Transportation Specification E1221 SM.

**Item #2:** Outright purchase of new Large Melter Applicator with the material heating tank having a minimum capacity of 230 gallons at ambient temperature and meeting Missouri Department of Transportation Specification E1221 LG.

**Item #3:** Outright purchase of a new Pavement Cutter meeting Missouri Department of Transportation Specification E1221 CUTTER



Item # 1 Small Melter Applicator, Make \_\_\_\_\_ Model \_\_\_\_\_ meeting the attached MoDOT specification 1221 SM, NET DELIVERED PRICE to any District in the State of Missouri, in care of the District General Services Manager (See page 14).

EACH \$ \_\_\_\_\_

**OPTIONS**

OPTION	DESCRIPTION	Model Change If Any	Price
	<i>Please list any vendor-recommended options relevant to this operation. Use additional sheets if necessary.</i>		
Option 1	Surge Brakes in lieu of Electric Brakes		
Option 2			
Option 3			
Option 4			
Option 5			
Option 6			
Option 7			
Option 8			
Option 9			
Option 10			

**Please submit a complete parts and options list with detailed pricing information for each (make/model) your company would be willing to provide.** Please indicate below the percent (%) discount off Manufacturers Suggested Retail Prices (MSRP) for all melter applicator options available in your data book or pricing guides.

*% Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount* \_\_\_\_\_

Delivery will be made \_\_\_\_\_ days after receipt of order.

**Please indicate with an 'X' the districts (see page 14) for which you are bidding:**

District 1 \_\_\_\_\_ District 2 \_\_\_\_\_ District 3 \_\_\_\_\_ District 4 \_\_\_\_\_ District 5 \_\_\_\_\_  
 District 6 \_\_\_\_\_ District 7 \_\_\_\_\_ District 8 \_\_\_\_\_ District 9 \_\_\_\_\_ District 10 \_\_\_\_\_



Item # 2 Large Melter Applicator, Make \_\_\_\_\_ Model \_\_\_\_\_ meeting the attached MoDOT specification 1221 LG, **NET DELIVERED PRICE** to any District in the State of Missouri, in care of the District General Services Manager (See page 14).

EACH \$ \_\_\_\_\_

**OPTIONS**

OPTION	DESCRIPTION	Model Change If Any	Price
	<i>Please list any vendor-recommended options relevant to this operation. Use additional sheets if necessary.</i>		
Option 1	Surge Brakes in lieu of Electric Brakes		
Option 2			
Option 3			
Option 4			
Option 5			
Option 6			
Option 7			
Option 8			
Option 9			
Option 10			

**Please submit a complete parts list with detailed pricing information for each (make/model) your company would be willing to provide.** Please indicate below the percent (%) discount off Manufacturers Suggested Retail Prices (MSRP) for all melter applicator options available in your data book or pricing guides.

**% Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount** \_\_\_\_\_

Delivery will be made \_\_\_\_\_ days after receipt of order.

**Please indicate with an 'X' the districts (see page 14) for which you are bidding:**

District 1 \_\_\_\_\_ District 2 \_\_\_\_\_ District 3 \_\_\_\_\_ District 4 \_\_\_\_\_ District 5 \_\_\_\_\_  
 District 6 \_\_\_\_\_ District 7 \_\_\_\_\_ District 8 \_\_\_\_\_ District 9 \_\_\_\_\_ District 10 \_\_\_\_\_



Item # 3 Pavement Cutter, Make \_\_\_\_\_ Model \_\_\_\_\_ meeting the attached MoDOT specification E1221 ROUTER, **NET DELIVERED PRICE** to any District in the State of Missouri, in care of the District General Services Manager (See page 14).

EACH \$ \_\_\_\_\_

**OPTIONS**

OPTION	DESCRIPTION	Price
	<i>Please list any vendor-recommended options relevant to this operation. Use additional sheets if necessary.</i>	
Option 1	Self Propelled Option	
Option 2		
Option 3		
Option 4		
Option 5		
Option 6		
Option 7		
Option 8		
Option 9		
Option 10		

**Please submit a complete parts list with detailed pricing information for each (make/model) your company would be willing to provide.** Please indicate below the percent (%) discount off Manufacturers Suggested Retail Prices (MSRP) for all Pavement Cutter options available in your data book or pricing guides.

**% Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount** \_\_\_\_\_

Delivery will be made \_\_\_\_\_ days after receipt of order.

**Please indicate with an 'X' the districts (see page 14) for which you are bidding:**

District 1 \_\_\_\_\_ District 2 \_\_\_\_\_ District 3 \_\_\_\_\_ District 4 \_\_\_\_\_ District 5 \_\_\_\_\_

District 6 \_\_\_\_\_ District 7 \_\_\_\_\_ District 8 \_\_\_\_\_ District 9 \_\_\_\_\_ District 10 \_\_\_\_\_



## Training

### Item # X

All specialty equipment and equipment purchased by MoDOT shall have the minimum vendor training supplied as outlined below:

- a. Training shall take place at each district where equipment is delivered or at an off site location at the vendor's expense. A qualified service technician or mechanic shall conduct the training. Training will be supplied to operators and mechanics of equipment and will cover safe operation and routine/preventative maintenance. The vendor shall supply training within one month of delivery and acceptance. The vendor shall supply all training materials.
- b. Training shall be supplied to MoDOT mechanics by the vendor and will be a minimum 8 hours contact time per module. If more than 8 hours of training is necessary, the districts shall notify the vendor in advance of the scheduled training to setup the additional hours needed. Modules to be covered are electrical, chassis and power train. (also hydraulics if applicable) Warranty coverage(s) will be explained during each of these modules.
- c. Repair manuals shall be supplied in hardcover and CD at a ratio of 2 books and 5 CD's for every five like units. A minimum of 2 hardcover repair manuals will be supplied with any specialty equipment and a CD for each piece.
- d. Operator manuals must be hard copy and supplied with each individual unit.

**Should the training not meet the requirements (needs of the employees being trained,) indicated above, the vendor shall come back to the location the training first took place and hold the training again.**

Additional training modules may be purchased by MoDOT after initial training at a cost of \$\_\_\_\_\_ per student with a \_\_\_\_\_ minimum class size.

Purchases of equipment in quantities of less than five will require the successful vendor to provide at a minimum:

- a. Operator training on site by a qualified technician / mechanic.
- b. Mechanic training will take place at each district where specialty equipment is placed or at vendor site at vendor cost.
- c. Operator manuals must be hard copy and supplied with each individual unit.
- d. Repair manuals a minimum of 2 hardcover repair manuals will be supplied with any specialty equipment and a CD for each piece.

All vendors shall provide an 800 number for technical assistance, manned during normal working hours (8AM to 5PM)



**NOTE:** For bids to be considered, the attachment entitled "PREFERENCE IN PURCHASING PRODUCTS" must be either attached to the bid or on file in this office and must be dated in the current model year.

**NOTE:** The attachment entitled "MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT" certificates of compliance must be completed and submitted with your bid for it to be considered responsive.

The undersigned, as bidder, understands that this project involves state funds and the bidder awarded the contract will be required to comply with Executive Order 94-03 of the Governor of the State of Missouri dated January 14, 1994. This order stipulates that there shall be no discriminatory employment practices by the contractor or his subcontractors, if any, based on race, color, religion, creed, national origin, sex, or age. The undersigned contractor or his subcontractors, if any, shall give written notice of their commitments under this clause to any labor union which they have bargaining or other agreements.

**BIDS TO BE MAILED TO:**  
Missouri Department of Transportation  
General Services - Fleet  
P.O. Box 270  
1320 Creek Trail Drive  
Jefferson City, Missouri 65102  
**Clearly marked**  
**Bid Request No. 3-080429**

FIRM \_\_\_\_\_

STREET \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

E-MAIL \_\_\_\_\_

FEIN # \_\_\_\_\_



**3-080429**

**NOTICE \* \* \* \* NOTICE \* \* \* \* NOTICE**

The department is interested in assisting Missouri counties, cities, special road districts, etc. in purchasing equipment that meets the Missouri Department of Transportation's specifications.

Each bidder is asked to indicate below whether they would be willing to offer equipment for sale to these local political entities at the same bid price offered to this department.

It is understood the department will not issue purchase orders, accept delivery nor make payment for equipment ordered by any of these agencies. It is further understood the price is based on the unit meeting the department's specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities, or other political entities.

YES \_\_\_\_\_ NO \_\_\_\_\_

If the price varies throughout the state on department bids, because of different delivery destinations please indicate the price f.o.b. your location that would be offered as described above.

\$ \_\_\_\_\_  
(Price) (Location)

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

(Each vendor should complete the appropriate sections of this form and submit with their bid.)



**PREFERENCE IN PURCHASING PRODUCTS**

DATE: \_\_\_\_\_

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

**FOR CORPORATIONS:**

State in which incorporated: \_\_\_\_\_

**FOR OTHERS:**

State of domicile: \_\_\_\_\_

**FOR ALL VENDORS:**

List address of Missouri offices or places of business:

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

**THIS SECTION MUST BE COMPLETED AND SIGNED:**

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**BY (signature required):** \_\_\_\_\_

**Federal Tax I.D. #:** \_\_\_\_\_ **if no Federal Tax I.D. # - list Social Security #:** \_\_\_\_\_

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.



**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding and prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract and to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you must complete this form as directed below.

**Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.**

- [ ] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.
- [ ] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:  
 \_\_\_\_\_
- [ ] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are not manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

- [ ] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): \_\_\_\_\_
- [ ] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): \_\_\_\_\_



**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT CONTINUED**

**CERTIFICATION**

**By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.**

**The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.**



**All prices must include completed delivery to any of the below listed delivery destinations.**

Missouri Department of Transportation  
District 1 Garage  
3602 N. Belt Highway  
St. Joseph, Missouri 64502  
Maint & Traffic Eng, **Koelle Barbour**  
[Koelle.barbour@modot.mo.gov](mailto:Koelle.barbour@modot.mo.gov)  
816-387-2446

Missouri Department of Transportation  
District 6 Garage  
2309 Barrett Station Rd.  
Ballwin, Missouri 63021  
General Services Manager, **Robert Zahner**  
[robert.zahner@modot.mo.gov](mailto:robert.zahner@modot.mo.gov)  
314-301-1422

Missouri Department of Transportation  
District 2 Garage  
902 N. Missouri St.  
Macon, Missouri 63552  
General Services Manager, **Joseph Hinton**  
[joseph.hinton@modot.mo.gov](mailto:joseph.hinton@modot.mo.gov)  
660-385-8240

Missouri Department of Transportation  
District 7 Garage  
3901 East 32<sup>nd</sup> Street  
Joplin, Missouri 64804  
General Services Manager, **John Sinclair**  
[john.sinclair@modot.mo.gov](mailto:john.sinclair@modot.mo.gov)  
417-629-3220

Missouri Department of Transportation  
District 3 Garage  
Highway 61 South  
Hannibal, Missouri 63401  
General Services Manager, **Darrell Barnes**  
[darrell.barnes@modot.mo.gov](mailto:darrell.barnes@modot.mo.gov)  
573-248-2590

Missouri Department of Transportation  
District 8 Garage  
3025 E. Kearney  
Springfield, Missouri 65804  
General Services Manager, **Brad Leonard**  
[bradley.Leonard@modot.mo.gov](mailto:bradley.Leonard@modot.mo.gov)  
417-895-7700

Missouri Department of Transportation  
District 4 Garage  
2050 N.E. Independence.  
Lee Summit Missouri 64064  
General Services Manager, **Cindy Beebe**  
[cynthia.beebe@modot.mo.gov](mailto:cynthia.beebe@modot.mo.gov)  
816-622-0053

Missouri Department of Transportation  
District 9 Garage  
3956 East Main  
Willow Springs, Missouri 65793  
General Services Manager, **Jacky Traw**  
[jacky.traw@modot.mo.gov](mailto:jacky.traw@modot.mo.gov)  
417-469-9041

Missouri Department of Transportation  
District 5 Garage  
1511 Missouri Blvd  
Jefferson City, Missouri 65101  
General Services Manager, **Coleen Welter**  
[coleen.welter@modot.mo.gov](mailto:coleen.welter@modot.mo.gov)  
573-751-3660

Missouri Department of Transportation  
District 10 Garage  
201 N. Main  
Sikeston, Missouri 63801  
General Services Manager, **Ronald Miller**  
[ronald.miller@modot.mo.gov](mailto:ronald.miller@modot.mo.gov)  
573-472-5318

Missouri Department of Transportation  
General Services Complex  
830 MoDOT Drive  
Jefferson City, Missouri 65101  
Mechanic Supervisor, **Kenny Terry**  
[Kenny.terry@modot.mo.gov](mailto:Kenny.terry@modot.mo.gov)  
573-751-8752

**Missouri Highways and Transportation Commission**  
**Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions**

**STANDARD SOLICITATION PROVISIONS**

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFP/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

**GENERAL TERMS AND CONDITIONS**

**General Performance**

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

**Deliveries**

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

**Nondiscrimination**

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
  - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
    - ii. cancellation, termination or suspension of the contract, in whole or in part.

**Contract/Purchase Order**

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method

**Missouri Highways and Transportation Commission**  
**Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions**

and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

**Subcontracting**

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

**Invoicing and Payment**

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

**Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
  - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- d. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

**Preferences**

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
  - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
  - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

**Remedies and Rights**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the

**Missouri Highways and Transportation Commission**  
**Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions**

Contractor in the fulfillment of the contract with the MHTC.

- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Cancellation of Contract**

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

**Bankruptcy or Insolvency**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

**Inventions, Patents, and Copyrights**

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

**Inspection and Acceptance**

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

**Warranty**

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

**Status of Independent Contractor**

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters:

**Indemnification**

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

## SPECIAL TERMS AND CONDITIONS

### Insurance

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
  - 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.
  - 2) Public Liability (includes property damage and personal injury):
    - i. Not less than \$400,000 for any one person in a single accident or occurrence.
    - ii. Not less than \$2,500,000 for all claims arising out of a single occurrence.
  - 3) Special Hazard Insurance: As required.
  - 4) Builder's Risk: Not less than the full Contract amount.

### Required Specifications

- a. All equipment, bid must comply with the attached MoDOT Specification #E1221SM, E1221LG, E1221CUTTER and any other provisions outlined in the solicitation documents.

### Award

- a. This is a Multiple Award bid and there will be no 'one' bidder awarded each item within this bid. Each individual delivery destination will have sole responsibility for the discretion of all purchasing decisions. Criteria used to determine the Lowest and Best Bid are based on price, location of servicing dealers, past performance of servicing dealers, and past performance of different makes and models of (equipment type). This bid will not be awarded solely based on low price per delivery destination. You should indicate on the bid sheets which Districts you would like to provide services to in order for your bid to be considered. Units must be delivered to the listed delivery destinations but they will have to be serviced at other locations within the district.

### Delivery – Additional Requirements

- a. The vendor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
  - 1) Notification should be during the normal workday preceding the day on which the vendor desires to initiate delivery.
  - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the equipment is delivered.
- b. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- c. When any of the above **holidays** falls on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays** falls on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

### Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of one-hundred dollars (\$100.00) per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

# EPLS

## Excluded Parties List System



### Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

### View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

### Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

### OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

### EPLS Search Results

#### Search Results for Parties Excluded by

Firm, Entity, or Vessel : Paving  
 State : MISSOURI  
 As of 10-Jan-2012 11:08 AM EST  
 Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

### Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

### Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

### Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

### Contact Information

- > For Help: Federal Service Desk

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 12

County of Boone

In the County Commission of said county, on the

26<sup>th</sup>

day of

January

20

12

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

Now on this day the County Commission of the County of Boone does hereby approve the organizational use of the Boone County Courtyard Square, Courthouse Grounds, and Commission Chambers by Rain-Central Missouri, Inc on April 1<sup>st</sup>, 2012 from 7:30 a.m. until 1:00 p.m. for the 19<sup>th</sup> Annual Salute to Life Walk & Run.

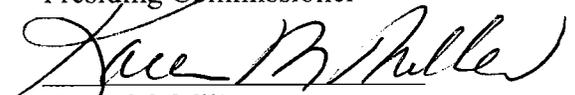
Done this 26<sup>th</sup> day of January, 2012.

ATTEST:

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



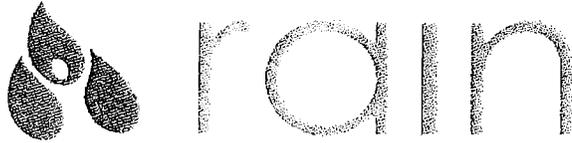
Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner

Absent \_\_\_\_\_  
Skip Elkin  
District II Commissioner

*STAFF*



### Fax Transmittal:

Date: 1/10/12

To: Boone County Commission

Phone Number: 573 886 4303

Fax Number: 573 886 4311

Total Number of Pages: 2  
(including cover page)

From: Cale Mitchell

Phone Number: 573-875-8687

Fax Number: 573-875-8659

Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### CONFIDENTIALITY STATEMENT

This electronic communication is from Rain-Central Missouri and is confidential, privileged and intended only for the use of the recipient named above. If you are not the intended recipient or the employee or agent responsible for delivering this information to the intended recipient, unauthorized disclosure, copying, distribution or use of the contents of this transmission is strictly prohibited. If you have received this message in error, please notify the sender immediately at the following e-mail address, [info@missourirain.org](mailto:info@missourirain.org), or by calling 573.875.8687. Thank you.

Ken Pearson, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Skip Elkin District II Commissioner



Boone County Government Center  
801 E. Walnut, Room 245  
Columbia, MO 65201  
573-886-4305 • FAX 573-886-4311  
E-mail: commission@boonecountymo.org

# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

Description of Use: Rain's 19th Annual Salute to Life Walk & Run

Date(s) of Use: Sunday, April 1, 2012

Time of Use: From: 7:30  a.m./p.m. thru 1:00  a.m./p.m.

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

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

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.
6. Organizations and user groups must provide any and all equipment needed for their event or presentation (i.e.; TV, projector, microphones, etc.)
7. Boone County reserves the right to cancel or alter your meeting schedule due to an emergency or any conflicts in scheduling for governmental use. If this should occur we would make every effort to contact you in ample time.

Name of Organization/Person: Rain-Central Missouri, Inc.

Organization Representative/Title: Cale Mitchell/Executive Director

Address/Phone Number: 1123 Wilkes Blvd. Suite 250 Columbia MO 65201/573-875-8687

Date of Application: 1/10/12

## PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

ATTEST:

BOONE COUNTY, MISSOURI

Wendy S. Novacek  
County Clerk

[Signature]  
County Commissioner

DATE: 1/26/12

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 26<sup>th</sup> day of January 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the contract between the City of Columbia and Boone County, Missouri for animal control services. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 26<sup>th</sup> day of January, 2012.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner

Absent \_\_\_\_\_  
Skip Elkin  
District II Commissioner



# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT  
DIVISION OF ADMINISTRATION



## Memorandum

To: Boone County Commission

From: Stephanie Browning, Health Director *SAB*

Date: January 19, 2012

Subject: 2012 Contracts

Enclosed please find 2 original copies each of the 2012 Animal Control and Public Health Services contracts between Boone County and the City of Columbia for your consideration and approval. Once the contracts are signed by the County, please return them to me so that we can begin processing them through the City Council.

Please let me know if you have further questions. On behalf of the department, we look forward to serving residents of the county in the coming year.

## AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called the "City" and Boone County, Missouri, hereinafter called the "County,"

IN CONSIDERATION of the mutual covenants herein contained, it is hereby agreed by and between the Parties as follows:

1. The City agrees to provide the equivalent of two full-time (2 F.T.E) benefited animal control officers for services to Boone County residents living outside the corporate limits of the City. All officers so provided shall be suitably trained employees of the City.

2. The City will provide appropriate materials and supplies associated with supporting the personnel listed in paragraph 1. Items in this category include but are not limited to automotive fuel, automotive parts, and small tools.

3. The City enters into contracts with the Central Missouri Humane Society, a Missouri not-for-profit corporation, for the provision of office space, veterinary care, and kennel facilities. Copies of any such future contracts between the City and the Humane Society or other provider for these services during the term of this agreement shall be forwarded to the Boone County Commission for informational purposes.

4. Capital items previously purchased by the City to provide animal control services for Boone County, the cost of which has been reimbursed by the County, shall continue to be used to provide services under this agreement. Such items, however, shall be returned to the County within thirty (30) days of termination of this agreement unless the parties, by written agreement, provide otherwise.

5. The County shall pay City a proportionate share (33%) of the personnel costs, materials and supplies, utilities, travel and training, and other miscellaneous services and intra-governmental charges of the Animal Control division of the City's Health Department to fulfill its obligations under this agreement. The proportionate amount shall be determined by dividing the total cost for each such category by the number of City animal control officers and multiplying that number by the two full-time equivalent employees provided County under this agreement.

6. An estimate of the County's annualized cost under this agreement is set forth in Schedule A which is attached to and made a part of this agreement.

7. The parties agree that the City will bill the County on a quarterly basis for one-fourth of the total contract amount. By March 1, 2013, a final report will be prepared and will include appropriate accounting documentation for reconciliation purposes. A statistical report of services rendered by the City to the County will be provided annually.

8. During the term of this Agreement, the City will provide liability insurance coverage on the interior space the Health Department occupies (Unit #1 of the Columbia/Boone County Health Department Condominium) in the same manner that it does for other City-owned facilities.

9. This agreement shall be in full force and effect during calendar year 2012; provided, however, that either party may terminate this agreement upon thirty (30) days written notice of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their duly authorized officers as of the day and year first above written.

THE CITY OF COLUMBIA, MISSOURI

BY: \_\_\_\_\_  
Mike Matthes, City Manager

ATTEST:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Fred Boeckmann, City Counselor

BOONE COUNTY, MISSOURI

BY: \_\_\_\_\_  
Dan Atwill, Presiding Commissioner

BY: \_\_\_\_\_  
Karen Miller, District I Commissioner

BY: Absent  
Skip Elkin, District II Commissioner

ATTEST:

Wendy S. Noren cc  
Wendy Noren, County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
C.J Dykehouse, County Counselor

Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

\_\_\_\_\_  
Boone County Auditor

\_\_\_\_\_  
Date

SCHEDULE A

**ANIMAL CONTROL**

Personnel (2 FTE)	\$107,347
Materials and Supplies	\$10,091
Training and Schools	\$875
Intra-governmental	\$4,201
Charges	
Utilities, Services,	\$48,401
& Other Miscellaneous	

<b>Total</b>	<u>\$170,915</u>
--------------	------------------

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 26<sup>th</sup> day of January 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the contract between the City of Columbia and Boone County, Missouri for public health services. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 26<sup>th</sup> day of January, 2012.

ATTEST:

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

[Signature]  
Daniel K. Atwill  
Presiding Commissioner  
[Signature]  
Karen M. Miller  
District I Commissioner

Absent  
Skip Elkin  
District II Commissioner

## AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called the "City" and Boone County, Missouri, hereinafter called the "County,"

### WITNESSTH

WHEREAS, the City and County are empowered in Article VI, Section 16 of the Missouri Constitution, and Section 70.220, RSMo, respectively, to enter into certain cooperative agreements; and

WHEREAS, it is deemed by the parties hereto to be mutually advantageous to the parties to provide public health services for the citizens of Columbia and Boone County during calendar year 2012. Health Department services will be equally available to Boone County residents both in and outside the corporate limits of the City.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

#### I.

For the agreed upon amount specified in Article X, the City agrees to provide public health services to County residents. Said services shall include but are not limited to: home visitation, blood pressure and TB screening, communicable disease control, children's and adult immunizations, family planning, STD/HIV prevention and control, health education and preventative health care will be offered at such places and times determined by the Director of Public Health and Human Services.

#### II.

For the agreed upon amount specified in Article X, the City will provide social services to county residents. Said services shall include but are not limited to: pregnancy counseling and case management, eligibility, and referrals.

#### III.

For the agreed upon amount specified in Article X, the City will provide Women, Infants & Children (W.I.C.) nutritional supplemental food program services for persons meeting state and federal eligibility guidelines.

#### IV.

For the agreed upon amount specified in Article X, the City agrees to provide periodic health screenings, immunizations, and other services in incorporated municipalities in Boone County.

#### V.

For the agreed upon amount specified in Article X, the City agrees to provide one environmental health specialist to provide services outside the City of Columbia. Services shall include, but not be limited to, routine food service inspection, investigation of environmental health hazards such as unsafe water supplies, improper sewage disposal, promiscuous dumping, and hazardous materials. Additionally, this person will enforce the Boone County Public Nuisance Ordinance enacted in 2000.

#### VI

For the agreed upon amount specified in Article X, the City agrees to provide one environmental health specialist and 0.5 clerical to be dedicated to activities related to the County onsite wastewater ordinance.

#### VII.

For the agreed upon amount specified in Article X, the City agrees to administer utility assistance services to eligible Boone County residents, not to exceed the amount specified. Said services will consist of payments to utility providers for the purpose of reconnecting utility service, payment of utility bills to avoid disconnection and referral for weatherization. Said service will be provided to eligible persons according to need as determined by the Director of Public Health and Human Services. The entire amount indicated in Article XIII will be utilized for payments to utilities without deduction for administrative costs.

VIII.

For the agreed upon amount specified in Article X, the City will administer the dental assistance program to eligible indigent County residents for emergency care and/or relief of pain, limited to the amount of \$250 per client and not to exceed the amount specified. This service includes medical supervision of dental infection.

IX.

The City hereby agrees that the Director of Public Health and Human Services shall provide the County Commission with recommendations concerning additional or revised public health services and shall be available at reasonable times to consult with County officials as the County officials deem necessary.

X.

Agreed Upon Amounts		Program Cost <sup>1</sup>
Community Services	Dental 1410-86640 Utility 1410-86655	\$5,000 \$7,000 \$12,000
Public Health Services: Administration, Clinic & Nursing, Environmental Health, Social Services, WIC	1410-86680	\$960,385
On-Site Sewage <sup>1</sup>	1740-86606	\$72,860
<b>TOTAL</b>		<b>\$1,045,245</b>

<sup>1</sup>On-Site sewage revenues are deposited directly with Boone County.

XI.

The parties agree that the City will bill the County on a quarterly basis for one-fourth of the total contract amount. By March 1, 2013, a final report will be prepared and will include appropriate accounting documentation for reconciliation purposes. A statistical report of services rendered by the City to the County will be provided annually

XII.

During the term of this Agreement, the City will provide liability insurance coverage on the interior space the Health Department occupies (Unit #1 of the Columbia/Boone County Health Department Condominium) in the same manner that it does for other City-owned facilities.

THE CITY OF COLUMBIA, MISSOURI

BY: \_\_\_\_\_  
Mike Matthes, City Manager

ATTEST:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Fred Boeckmann, City Counselor

BOONE COUNTY, MISSOURI

BY: \_\_\_\_\_  
Dan Atwill, Presiding Commissioner

BY: \_\_\_\_\_  
Karen Miller, District I Commissioner

BY: Absent  
Skip Elkin, District II Commissioner

ATTEST:

Wendy S. Noren CC  
Wendy Noren, County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
C.J Dykehouse, County Counselor

Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

\_\_\_\_\_  
Boone County Auditor                      Date