

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

January Session of the January Adjourned

Term. 20 07

In the County Commission of said county, on the 16th day of January 20 07
 the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby adopt the Boone County Building Code, including: the International Building Code/2006; the International Residential Code/2006; the International Plumbing Code/2006; the International Mechanical Code/2006; the International Fuel Gas Code/2006; and, the National Electrical Code/2005.


All codes are adopted as amended, including appendixes and referenced standards, as recommended by the Boone County Building Code Commission. All previous versions of the Boone County Building Code are considered to be repealed on the effective date of the code.

This order to take effect April 2, 2007.

Done this 16th day of January, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Ken Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

COMMISSION ORDER NUMBER 15-2007

A COMMISSION ORDER ADOPTING AND GOVERNING THE FABRICATION, ERECTION, CONSTRUCTION, ENLARGEMENT, ALTERATION, REPAIR, LOCATION AND USE OF DETACHED ONE AND TWO FAMILY DWELLINGS, THEIR APPURTENANCES AND ACCESSORY STRUCTURES IN THE JURISDICTION OF BOONE COUNTY, MISSOURI: AND PROVIDING FOR THE ISSUANCE OF PERMITS THEREFORE PROVIDING PENALTIES FOR THE VIOLATION THEREOF, AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH.

Be it ordained by the Boone County Commission of the jurisdiction of Boone County, Missouri as follows:

SECTION 1. ADOPTION OF THE INTERNATIONAL RESIDENTIAL CODE FOR ONE AND TWO FAMILY DWELLINGS: ADDITIONS, INSERTIONS, DELETIONS AND CHANGES.

That a certain document, three (3) copies of which are on file in the office of Building Official of the Boone County Department of Planning and Building Inspection and are being marked and designated as "International Residential Code For One and Two Family Dwellings – 2006", as published by the International Code Council, is hereby adopted as the Residential Building Code of Boone County, Missouri for the control of residential structures as provided herein; and each and all of the regulations, provisions, penalties, conditions and terms of "International Residential Code For One and Two Family Dwellings – 2006", are hereby referred to, adopted and made part hereof, including all listed appendices, as is more fully set out in this Ordinance, with the additions, insertions, deletions and changes as hereinafter prescribed.

The following sections of the International Residential Code for One- and Two-Family Dwellings of 2006 are hereby repealed, amended or modified as follows:

100.1 Wherever (name of jurisdiction) appears in this code, it shall read "County of Boone, Missouri".

100.1.1 Wherever "Department of Building Inspection" appears in this code, it shall read "Department of Planning and Building Inspection of Boone County, Missouri".

100.1.2 Wherever "Chief Appointing Authority of the jurisdiction" appears in this Code, it shall read "Boone County Commission of Boone County, Missouri".

R101.1 Title: These provisions shall be known as the "Residential Code for One- and Two-Family Dwellings of *The County of Boone*" and shall be cited as such and will be referred to herein as "this code."

R101.2 Scope: The provisions of the International Residential Code for One and Two Family Dwellings shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location and removal of detached one and two family dwellings and multiple single family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures.

Note: the provisions of this code do not apply to agricultural buildings or structures. Where the construction of agricultural buildings or structures requires a building permit, such structures shall be designed and built in accordance with the provisions of the International Building Code or other standards approved by the Building Official.

SECTION R103 DEPARTMENT OF BUILDING SAFETY. Delete.

SECTION R 103 DEPARTMENT OF PLANNING AND BUILDING INSPECTION

R103.1 Enforcement Agency. The department of Planning and Building Inspection previously created by the Boone County Commission will continue as the enforcement agency for this code. The Director of Planning and Building Inspection shall be known as the building official. The building official is hereby authorized and directed to administer and enforce all provisions of this code.

R103.2 Appointment. The Director of Planning and Building Inspection shall be appointed by the Boone County Commission.

R103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the Boone County Commission, the Director of Planning and Building Inspection shall have the authority to appoint a deputy building official, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have the powers as delegated by the building official.

R104.10.1 Areas prone to flooding. The building official shall not grant modifications to any provisions related to areas prone to flooding as established by Table R301.2 (1) without the granting of a variance to such provisions by the Zoning Board of Adjustment.

R105.2(1) One story detached accessory structures, provided the floor area does not exceed 160 square feet. Such buildings must comply with all setback requirements found in the zoning regulations. Such buildings used to house hazardous materials (paint, gasoline, etc.) must be placed at least 10 feet from any property line and have a door that can be secured by a lock.

R105.2(2) Fences not over twelve (12) feet high.

R106.1 Submittal documents. Construction documents, special inspection and structural observation programs, and other data may be required to be submitted in one or more sets with each application for a permit. The construction documents shall be prepared by a registered design professions where required by the statutes of the jurisdiction in which the project is to be

constructed. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

R112.2.1 Determination of substantial improvements in areas prone to flood: (Delete)

R112.2.2 Criteria for issuance of a variance for areas prone to flooding: (Delete)

R112.3 Qualifications: (Delete)

R113.4 Violation penalties: Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan or directive of the building official or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable as provided by law. Each day that a violation continues shall be deemed a separate offense.

R202 DEFINITIONS

ACCESSORY STRUCTURE (Delete)

Add: ACCESSORY STRRUCTURE. In one- and two-family dwellings not more than three stories high with separate means of egress, a building, the use of which is incidental to that of the main building and which is located on the same lot.

Table R301.2(1) – The following values shall be inserted into Table R301.2(1):

Roof Snow Load – 20 lbs/sq. ft.

Wind – 90

Seismic Design Category – B

Weathering - Severe;

Frost Line Depth - 30 inches

Termite – Moderate to Heavy

Decay - Slight to Moderate

Winter Design Temp - + 4° Fahrenheit

Ice Shield Underlayment Required – No – 27.8° Fahrenheit

Flood Hazards – 6/2/1983 – date of adoption of flood regulations

6/15/1983 – date of Flood Insurance Rate Map

Air Freezing Index – 1000

Mean Annual Temperature – 55° Fahrenheit

R309.2 Separation required: The garage shall be completely separated from the residence and its attic area by means of 5/8-inch gypsum board or equivalent applied to the garage side.

R311.5.3.1 Riser Height. The maximum riser height shall be 8 ¼ inches. The riser shall be measured vertically between leading edges of the adjacent treads. The greatest riser height within any flight of stairs shall not exceed the smallest by more than 3/8 inch.

R311.5.3.2 Tread Depth. The minimum tread depth shall be 9 inches. The tread depth shall be

measured horizontally between the vertical planes of the foremost projection of adjacent treads and at a right angle to the tread's leading edge. The greatest tread depth within any flight of stairs shall not exceed the smallest by more than 3/8 inch. Winder treads shall have a minimum tread depth of 9 inches measured as above at a point 12 inches from the side where the treads are narrower. Winder treads shall have a minimum tread depth of 6 inches at any point. Within any flight of stairs, the greatest winder tread depth at the 12 inch walk line shall not exceed the smallest by more than 3/8 inch.

R311.5.8.3 Circular stairways. Circular stairways shall have a minimum tread depth and a maximum riser height in accordance with Section 311.5.3, including winders. The radius of the narrower end of treads shall not be less than twice the width of the stairway.

R313.3 Power source: In new construction, required smoke detectors shall receive their primary power from the building wiring when such wiring is served from a commercial source. In addition to the required primary power source, required smoke detectors shall receive power from a battery when the primary power source is interrupted. Smoke detectors may be battery operated when installed in existing buildings, or in buildings without commercial power, or in buildings which undergo alterations, repairs or additions as regulated by Section R313.1.1.

R403.3 Frost protected shallow foundations. Delete.

R404.1 Concrete and masonry foundation walls. Add the following:

Provisions 2 and 3 above shall be considered satisfied by any of the following alternatives provided the joists are toe nailed to the top plate in accordance with fastener schedule table R602.3(1) and the anchor bolt spacing does not exceed 6 feet:

Alternative #1. Configurations where thrust from the joists is transferred to the foundation by direct bearing on the foundation. A graphic example of Alternative #1 may be obtained from the Department of Planning and Building Inspection.

Alternative #2. A steel angle attached to the bottom of each joist. A graphic example of Alternative #2 may be obtained from the Department of Planning and Building Inspection.

Alternative #3. A Type C connection to one joist at least every four feet maximum is acceptable for 8 and 9 foot walls with not more than 8 ½ feet of unbalanced backfill. A graphic example of Alternative #3 may be obtained from the Department of Planning and Building Inspection.

Alternative #4. Corners, perpendicular concrete walls and foundation offsets of at least 6 feet in plan length provide lateral support at those points. If such support is provided at least every 15 feet along the length of the wall in plan, soil pressure from unbalanced backfill can be transferred to those supports by providing adequate horizontal reinforcement in the foundation wall. For up to 7 ½ feet of unbalanced backfill on an 8 inch thick wall, horizontal reinforcement must consist of at least 2 #4 grade 60 bars every 2 feet of wall height. For up to 9 feet of unbalanced fill on an 8 inch thick wall, horizontal reinforcement must consist of at least 3, #4 grade 60 bars every 2 feet of wall height. A graphic example of Alternative #4 may be obtained from the Department of Planning and Building Inspection.

R404.1.3 Design required: A design in accordance with accepted engineering practice may be required for concrete or masonry foundation walls when any of the following conditions occur:

1. Walls are subject to hydrostatic pressure from groundwater.
2. Walls supporting more than 48 inches of unbalanced backfill that do not have permanent lateral support at the top and bottom.

R502.11.4 Truss design drawings. Truss design drawings, prepared in compliance with Section R502.11.1 shall be available on-site at the time of inspection and shall be provide to the building official at that time. Truss design drawings shall be provided with the shipment of trusses delivered to the job site. Truss design drawings shall include, at a minimum, the information specified below: (remainder of section unchanged).

R602.6.1 Drilling and notching of top plate. Exception 2: An angled 20 gauge galvanized metal tie may be used provided it provides a minimum 1 inch flange and extends down at least 3 inches. The metal tie shall span the distance between the adjacent studs.

R613.2 Window sills. Delete.

R802.3.1 Ceiling joist and rafter connections. Add: Rafter ties shall be spaced not more than 4 feet on center.

R806.3 Vent and insulation clearance. Where eave or cornice vents are installed, insulation shall not block the free flow of air. A minimum of a 1 – inch (25 mm) space shall be provided between the insulation and the roof sheathing at the location of the vent.

N1101.2.1 Detached one and two family dwellings: Compliance shall be demonstrated by either:

1. Meeting the requirements of this chapter for buildings with a glazing area that does not exceed 15 percent of the gross area of exterior walls; or
2. All buildings shall be insulated in accordance with the following: ceiling or roof -- R-38; exterior wall -- R-15 (in assembly); floor above unheated area or crawl space and ducts shall have a value of R-19 for the assembly; finished exterior basement walls and interior garage walls shall have insulating batts, blankets, fills or similar types of materials with a value of R-13.
 - Joints in the building conditioned envelope that are sources of air leakage, such as around window and door frames, between wall cavities and window or door frames, between wall assemblies or their sill plates and foundations, between utility service penetrations through the building envelope, shall be properly sealed with compatible and durable caulking, gasketing, weather-stripping or other materials in an approved manner.
 - All exterior walls shall have a vapor barrier or equivalent, capable of reducing vapor transmission to less than 1 perm, installed on the inside or the warm surface side of the

insulated wall or ceiling. Only those ceilings that are attached directly to the underside of the roof rafters, such as flat roofs or cathedral ceilings, are required to install the vapor barrier.

- Ducts in heated areas do not require insulation.
- Ducts in unheated areas and not exposed to outside ventilation, such as a garage, shall have an insulation value of R-4.
- All windows shall have a maximum Thermal Transmittance (U) value of 0.55.

M1308.2 Change thickness of protective shields from a minimum of 0.062 inch thick steel to 20 gauge thick. A thicker gauge (up to 16 gauge) may be required when necessary to protect gas or refrigerant lines.

M1401.3 Sizing – Heating and cooling equipment shall be sized based on building loads calculated in accordance with ACCA Manual J (Residential Load Calculation – Seventh Edition) or other approved heating and cooling calculation methodologies. Equipment shall be sized at a maximum of 700 sq. ft. of habitable floor space per ton of equipment capacity. Unfinished basement areas shall be provided with a minimum of ½ ton of equipment capacity for the every 2000 sq. ft. of unfinished area.

M1501.1 Outdoor discharge. Delete.

M1502.6 Duct length: The maximum developed length of a clothes dryer exhaust duct generally shall not exceed 25 feet from the dryer location to the wall or roof termination. The maximum length of the duct shall be reduced 2.5 feet for each 45-degree bend and 5 feet for each 90-degree bend. The maximum developed length of the exhaust duct does not include the transition duct.

Section M1506 EXHAUST DUCTS – re-number subsection to M1506.1 Ducts.

Section M1507 MECHANICAL VENTILATION – re-number subsection “M1506.2” to M1507.2 Recirculation of air. Exhaust air from bathrooms and toilet rooms shall not be recirculated within a residence or to another dwelling unit and shall be exhausted directly to the outdoors or the soffit.

M2005.2 Prohibited locations: Fuel-fired water heaters shall not be installed in a room used as a storage closet. Water heaters located in a bedroom or bathroom shall be installed in a sealed enclosure with a self-closing door so that combustion air will not be taken from the living space. Direct-vent water heaters are not required to be installed within an enclosure.

G2414.5.2 Copper tubing: Copper tubing shall comply with standard Type K or L of ASTM B 88 or ASTM B 280.

Copper and brass tubing shall not be used if the gas contains more than an average of 0.3 grains of hydrogen sulfide per 100 standard cubic feet of gas (0.7 milligrams per 100 liters). Natural

gas supplied by Ameren UE in Boone County exceeds this level therefore copper or brass shall not be used with natural gas.

G2415.1 Prohibited locations. Piping shall not be installed in or through a circulating air duct, clothes chute, chimney or gas vent, ventilating duct, dumbwaiter or elevator shaft.

G2415.5 Protection against physical damage. (Piping systems) Shield plates shall be a minimum of 20 gauge steel.

G2426.7 Protection against physical damage. (Vents) Shield plates shall be a minimum of 20 gauge steel.

G2439.5.1 Maximum Length. The maximum developed length of a clothes dryer exhaust **duct generally** shall not exceed 25 feet from the dryer location to the wall or roof termination. The maximum length of the duct shall be reduced 2.5 feet for each 45-degree bend and 5 feet for each 90-degree bend. Then maximum developed length of the exhaust duct does not include the transition duct.

P2503.5 DWV system testing. Rough and finished plumbing installations may be tested in accordance with Sections P2503.5.1 and P2503.5.2.

P2503.5.1 Rough Plumbing. DWV systems may be required to be tested on completion of the rough piping installation by water or air with no evidence of leakage. Either test shall be applied to the drainage system in its entirety or in sections after rough piping has been installed, as follows: (remainder of text as per code).

P2503.5.2 Finished Plumbing. After the plumbing fixtures have been set and their traps filled with water, their connections **may be required** to be tested and proved gas tight and/or water tight as follows: (remainder of text as per code).

P2602.1.1 Public water supply. A public water supply is considered available if a lot is within 300 feet of a public water main to which connection is practical and is permitted by the governmental agency or utility responsible for the water main.

P2602.1.2 Public sewer system. A public sewer system is considered to be available if a lot is within 225 feet of a sanitary sewer system to which connection is practical and is permitted by the governmental agency or utility responsible for the sanitary sewer.

P2603.6.1 Sewer depth: Building sewers that connect to private sewage disposal systems shall be a minimum of eighteen (18) inches below finished grade at the point of septic tank connection. Building sewers shall be a minimum of eighteen (18) inches below grade.

P2903.4 Thermal Expansion. In addition to the required pressure relief valve, an approved device for thermal expansion control shall be installed on any water supply system utilizing storage water heating equipment whenever the building supply pressure exceeds the pressure-reducing valve setting or when any device, such as a pressure reducing valve, backflow preventer

or check valve, is installed that prevents pressure relief through the building supply. The thermal expansion control device shall be sized in accordance with the manufacturer's installation instructions.

P2903.4.1 Pressure reducing valve: An approved pressure-reducing valve conforming to ASSE 1003 shall be installed on the domestic water branch main or riser at the connection to the water-service pipe.

P2904.5.1 Under concrete slabs: Inaccessible water distribution piping under slabs shall be copper water tube minimum Type M, brass, ductile iron pressure pipe, cross linked polyethylene/aluminum/cross-linked polyethylene (PEX-AL-PEX) pressure pipe, chlorinated polyvinyl chloride (CPVC) or polybutylene (PB) or cross-linked polyethylene (PEX) plastic pipe or tubing – all to be installed with approved fittings or bends. Polyethylene (PE) may be allowed provided it is installed without fittings and completely sleeved by a suitable material. The minimum pressure rating for plastic pipe or tubing installed under slabs shall be 100 psi at 180° F (689 kPA at 82°C)

P3103.1 Roof extension: All open vent pipes which extend through a roof shall be terminated at least 12 inches above the roof, except that where a roof is to be used for any purpose other than weather protection, the vent extensions shall be run at least 7 feet (2134 mm) above the roof.

E3301.3 Not covered: Chapters 33 through 42 do not cover the following:

1. Installations, including associated lighting, under the exclusive control of communications utilities and electric utilities.
2. Services over 400 amperes.
3. Installations in agricultural buildings. Such installations shall conform to the requirements of 2005 NEC (National Electric Code).

E3306.2 Conductor material. Conductors used to conduct current shall be of copper except as otherwise provided in Chapters 33 through 42. Where conductor material is not specified, the material and the sizes given in these chapters shall apply to copper conductors. Where other materials are used, the conductor sizes shall be changed accordingly. In no case shall any aluminum current carrying conductor be smaller than #2.

E3503.3.3 Location: The service over current device shall be an integral part of the service disconnecting means or shall be located no further away than the next full stud space.

E3504.5 Service masts as supports: Where a service mast is used for the support of service-drop conductors, it shall be installed as allowed by the utility service provider.

E3505.5 Protection of service cables against damage. Change "Schedule 80 rigid non-metallic conduit" to "Schedule 40 rigid non-metallic conduit."

E3601.6 Circuit limits: load calculations shall be provided to the Building Official prior to installation. Alternatively, installation can proceed without providing load calculations provided that no more than 8 duplex receptacle outlets and / or light fixtures are installed per 14/2 wiring circuit or no more than 10 duplex receptacle outlets and / or light fixtures are installed per 12/2 wiring circuit.

E3702.3.2 Protection from physical damage. Where subject to physical damage, cables shall be protected by rigid metal conduit, intermediate metal conduit, electrical metallic tubing, Schedule 40 PVC rigid nonmetallic conduit, or other approved means. Where passing through a floor, the cable shall be enclosed in rigid metal conduit, intermediate metal conduit, electrical metallic tubing, Schedule 40 PVC rigid nonmetallic conduit or other approved means extending not less than 6 inches above the floor.

Exception: When subject to severe physical damage Schedule 80 PVC rigid nonmetallic conduit may be required.

E3801.3 Small appliance receptacles: In the kitchen, dining room, pantry, breakfast room and similar areas, two or more small appliance branch circuits shall serve all wall and floor receptacle outlets, all countertop receptacle outlets and receptacle outlets for refrigeration equipment. One or both of the required small appliance branch circuits shall be permitted to serve other receptacle outlets in the same kitchen and in the other rooms previously specified. Additional small appliance circuits shall be permitted. Small appliance circuits are not permitted to serve outlets outside of these rooms or areas, and shall not serve more than one kitchen.

Small appliance branch circuits are intended to serve kitchen appliances and utilization equipment. No more than three outlets or openings shall be allowed on a small appliance branch circuit, except that all dining room receptacles may be served by a small appliance branch circuit. Small appliance branch circuits are not allowed to serve room lighting, except or unless the lighting is a manufactured part of equipment served by these circuits.

A refrigerator may be served by a dedicated 15 amp circuit.

A microwave oven shall be served by a dedicated 20 amp circuit.

In no case shall the load exceed the rating of a branch circuit.

E3801.4:2 Island counter spaces. At least one receptacle outlet shall be installed at each island counter space with a long dimension of 24 inches or greater and a short dimensions of 12 inches or greater.

E3801.11 HVAC outlet. A 125-volt, single phase, 15 or 20 ampere-rated convenience receptacle outlet shall be installed for the servicing of heating, air-conditioning and refrigeration equipment located in attics and crawl spaces. The receptacle shall be accessible and shall be located on the same level and within 25 feet of the heating, air-conditioning and refrigeration equipment. The receptacle outlet shall not be connected to the load side of the HVAC equipment disconnecting means and shall be protected in accordance with Section E3802.4.

Exception: A receptacle shall not be required for the servicing of evaporative coolers.

E3802.12 Arc-fault protection of bedroom outlets. Delete.

APPENDIX G SWIMMING POOLS, SPAS AND HOT TUBS

AG105.1 Application. The provisions of this chapter shall control the design of barriers for residential swimming pools, spas and hot tubs. These design controls are intended to provide protection against potential drowning and near-drowning by restricting access to swimming pools, spas and hot tubs. Barriers are to be constructed of metal chain link fence, wood, stone or masonry or other material approved by the building official.

AG105.2 11 All swimming pool excavation sites are required to be enclosed by a temporary construction barrier during installation. Any temporary construction barrier shall comply with the design standards of AG105.2. A permanent barrier shall be installed upon completion of the pool structure.

COMMISSION ORDER NUMBER 15-2007

Effective date: _____

A COMMISSION ORDER ADOPTING AND GOVERNING THE DESIGN, CONSTRUCTION, ALTERATION, ENLARGEMENT, EQUIPMENT REPAIR, DEMOLITION, REMOVAL, CONVERSION, USE OR MAINTENANCE OF ALL BUILDINGS AND STRUCTURES; AND FURTHER PROVIDING FOR THE ISSUE OF SAID PERMITS, COLLECTING OF FEES, MAKING OF INSPECTIONS, AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF.

BE IT ORDAINED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1. ADOPTION OF THE BUILDING CODE: ADDITIONS, INSERTIONS, DELETIONS AND CHANGES.

Commission Order Number _____, known as the "Building Code of Boone County, Missouri", that a certain document, three (3) copies of which are on file in the office of Building Official of the Boone County Department of Planning and Building Inspection and are being marked and designated as "The International Building Code – 2006 Edition", as published by the International Code Council, be and is hereby adopted as the Building Code of Boone County, Missouri for the control of buildings and structures as provided herein; and each and all of the regulations, provisions, penalties, conditions and terms of " The International Building Code – 2006 Edition", are hereby referred to, adopted and made part hereof, as is more fully set out in this Ordinance, with the additions, insertions, deletions and changes as hereinafter prescribed.

SECTION 2. JURISDICTIONAL TITLE.

0.1 Wherever (name of jurisdiction) appears in this code, it shall read "County of Boone, Missouri".

0.1.1 Wherever "Department of Building Safety" appears in this code, it shall read "Department of Planning and Building Inspection of Boone County, Missouri".

0.1.2 Wherever "Chief Appointing Authority of the Jurisdiction" appears in this Code, it shall read "Boone County Commission of Boone County, Missouri".

0.2.1 Farm structure exemption: The provisions of this Code shall not be exercised so as to impose regulations or to require permits with respect to the erection, maintenance, repair, alteration or extension of farm buildings or farm structures further than seventy-five feet (75') from a dwelling provided that such buildings or structures are located on tracts of 20 acres or more and such buildings or structures are used exclusively for agricultural purposes. Farm dwellings shall conform to the provisions of this code as herein provided.

0.2.2 Manufactured home exemption: Manufactured homes, recreational vehicles or modular units which carry a seal as provided in Section 700.010 to 700.115 RSMo. shall be exempt from these provisions, provided that no alteration of the unit takes place once it has been placed upon a tract of land.

0.2.3 Portable building exemption: Portable buildings as defined by Section 202.0 shall be exempt from these provisions. Portable buildings must comply with all setback requirements found in the zoning regulations. Portable buildings used to house hazardous materials (paint, gasoline, etc.) must be placed at least 10 feet from any property line and have a door that can be secured by a lock.

SECTION 3. AMENDMENTS TO THE INTERNATIONAL BUILDING CODE - 2006.

The International Building Code - 2006 is amended by additions, deletions and changes including the changing of Articles, Sections, Sub-section titles and the addition of new sections and new sub-sections as follows:

SECTION 101.2 Exception 2: Existing buildings undergoing repair, alterations, or additions and change of occupancy shall be permitted to comply with the requirements of Chapter 34.

SECTION 101.4.5 Property maintenance. Delete

SECTION 104.6 Right of entry: The code official shall have the authority to enter at any reasonable time any structure or premises for which a permit has been issued but has not received a certificate of occupancy in accordance with Section 110.0. Permit holders are required to provide means of access to all parts of structures subject to inspection, including the provision of ladders where required.

For all other structures or premises, when the code official has reasonable cause to believe that a code violation exists, the code official is authorized to enter the structure or premises at reasonable times to inspect subject to constitutional restrictions on unreasonable searches and seizures. If entry is refused or not obtained, the code official is authorized to pursue recourse as provided by law.

SECTION 106.1 Submitted documents: Construction documents, special inspection and structural observation programs, and other data shall be submitted in one or more sets with each application for a permit. The construction documents shall be prepared by a registered design professional where required by the Chapter 327 RSMo. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional. Buildings or structures exempt from these requirements are:

- (a) A dwelling house; or
- (b) A multiple family dwelling house, flat or apartment containing not more than two families; or
- (c) A commercial or industrial building or structure buildings having less than 1200 square feet of floor area which provides for the employment, assembly, housing, sleeping or eating of not more than nine persons; or
- (d) Any one structure containing less than twenty thousand cubic feet, except as provided in (b) and (c) above, and which is not a part or a portion of a project which contains more than one structure; or

Add:

SECTION 106.6 Compliance with other Regulatory Agency Fire and Life Safety Codes: No permit shall be issued unless the plans and specifications or other required documentation for permit issuance has been approved by other Boone County regulatory agencies having jurisdiction for compliance with applicable fire and life safety codes. These provisions shall not apply to one and two family dwellings or residences.

Add:

SECTION 106.7 Compliance with other Regulatory Agency Fire and Life Safety Codes: No final inspection or periodic inspection made at the conclusion of a building phase shall be passed or approved unless similar inspections for compliance with applicable fire and life safety codes have been made and

approved or passed by other Boone County regulatory agencies having jurisdiction. These provisions shall not apply to one and two family dwellings or residences.

SECTION 108.6 Delete in its entirety. Add: Refunds: In the case of a revocation of a permit or abandonment or discontinuance of a building project, the portion of the work actually completed shall be computed and any excess fee for the incomplete work shall be returned to the permit holder upon written request. All plan examination and permit processing fees and all penalties that have been imposed on the permit holder under the requirements of this code shall first be collected. The code official shall authorize the refunding of fees according to Boone County policies under the following additional circumstances:

1. The full amount of any fee paid hereunder which was erroneously paid or collected.
2. When no work has been done, the permit fee, less a processing fee of \$20.00 may be refunded to the original permittee.

The code official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the fee was paid.

Add:

SECTION 112.4 Court review: Any party before the board of appeals who is aggrieved by a decision of the board of appeals may seek redress or relief before the court of competent jurisdiction as permitted by law.

SECTION 113.4 Delete in its entirety. Insert: Violation penalties: Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan or directive of the building official or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable as provided by law. Each day that a violation continues shall be deemed a separate offense.

SECTION 114.3 Delete in its entirety. Insert: Unlawful continuance: Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe conditions, shall be guilty of a misdemeanor, punishable as provided by law.

SECTION 202.0 Add:

Portable building - a structure constructed off-site and transported to the property by means of a truck or trailer; or one built from a pre-manufactured kit and placed on skids. Portable buildings may enclose no more than 160 sq. ft. of floor space, do not have interior finish, electrical service or plumbing fixtures. Portable buildings must comply with all setback requirements found in the zoning regulations. Portable buildings used to house hazardous materials (paint, gasoline, etc.) must be placed at least 10 feet from any property line and have a door that can be secured by a lock.

SECTION 903.2.1.2 Change Item 2. The fire area has an occupant load of 200 or more; or

1301.1.2: Use group R-1, R-2 and R-4 shall comply with this section or the requirements of International Energy Conservation Code. All buildings of Use Group R-1, R-2 and R-4 shall be insulated in accordance with the following:

- Ceiling or roof -- R-38; exterior wall-- R-15 (in assembly); floor above unheated area or crawl space and ducts shall have a value of R-19 for the assembly; finished exterior basement walls

and interior garage walls shall have insulating batts, blankets, fills or similar types of materials with a value of R-13.

- Joints in the building conditioned envelope that are sources of air leakage, such as around window and door frames, between wall cavities and window or door frames, between wall assemblies or their sill plates and foundations, between utility service penetrations through the building envelope, shall be properly sealed with compatible and durable caulking, gasketing, weather-stripping or other materials in an approved manner.
- All exterior walls shall have a vapor barrier or equivalent, capable of reducing vapor transmission to less than 1 perm, installed on the inside or the warm surface side of the insulated wall or ceiling. Only those ceilings that are attached directly to the underside of the roof rafters, such as flat roofs or cathedral ceilings, are required to install the vapor barrier.
- Ducts in heated areas do not require insulation.
- Ducts in unheated areas and not exposed to outside ventilation, such as a garage, shall have an insulation value of R-4.
- All windows shall have a maximum Thermal Transmittance (U) value of 0.55.

3109.4 Residential swimming pools. Residential swimming pools shall comply with Sections 3109.4.1 through 3109.4.3. Residential swimming pools shall be enclosed by a barrier consisting of metal chain link fence, wood, stone or masonry or other material approved by the building official. All swimming pool excavation sites are required to be enclosed by a temporary construction barrier during installation. A permanent barrier shall be installed upon completion of the pool structure.

COMMISSION ORDER NUMBER _____

A COMMISSION ORDER ESTABLISHING THE MINIMUM REGULATIONS GOVERNING THE DESIGN, INSTALLATION AND CONSTRUCTION OF ELECTRICAL SYSTEMS, BY PROVIDING REASONABLE SAFEGUARDS TO PROTECT THE PUBLIC HEALTH AGAINST THE HAZARDS OF INADEQUATE, DEFECTIVE OR UNSAFE ELECTRICAL INSTALLATIONS; KNOWN AS THE ELECTRICAL CODE OF BOONE COUNTY, MISSOURI.

BE IT ORDAINED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1. ADOPTION OF THE ELECTRICAL CODE:

That a certain document, three (3) copies of which are on file in the office of Building Official of the Boone County Department of Planning and Building Inspection being marked and designated as "The National Electrical Code 2005", as published by the National Fire Protection Association, be and is hereby adopted as the Electrical Code of Boone County, Missouri for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of "The National Electrical Code 2005", are hereby referred to, adopted and made part hereof, as is more fully set out in this Ordinance, with the additions, insertions, deletions and changes as hereinafter prescribed.

SECTION 2. AMENDMENTS TO THE NATIONAL ELECTRICAL CODE 2005:

The National Electrical Code 2005 is amended by additions, deletions and changes, including the changing of Articles, Sections, Sub-sections and Subsection titles, and the addition of new Sections and new Sub-Sections reads as follows:

ADD:

90.10. Plans and specifications: Plans and specifications shall be required for all work involving commercial, industrial, multiple family and buildings used for purposes of public assembly, or as determined by the building official.

90.11. Violation penalties: Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall install, alter or repair electrical wiring in violation of this Code or without a proper permit shall be guilty of a misdemeanor and punishable by fine, or by imprisonment, or by both as directed by a court of law. Each day that a violation continues shall be deemed a separate offense,

90-12. Means of appeal: The owner of a building or structure or any other person may appeal a decision of the building official. Application for appeal may be filed in the office of the Department of Planning and Building Inspection.

90.13. Membership of the Board of Appeals: For the purposes of the Electrical Code, the board of appeals appointed under Section 112 of the ICC International Building Code/2006 (Boone County Building Code) as adopted, shall serve as the board of appeals for matters referred to it for consideration under the Electrical Code.

Article 100

Add:

Agriculture or Farming Activity: An agricultural activity shall be defined as the cultivating of the soil, producing of crops and the raising of animals for food or fiber and including horticulture, beekeeping, aquaculture, silviculture and forestry. Concentrated animal feeding operations must conform to the Missouri department of Natural Resource's regulations pertaining to waste water management and odor control. The raising and keeping of horses for any purpose other than the production of food and fiber is not considered agricultural activity.

Switch, Transfer: Change to read – An automatic or non-automatic device for transferring one or more load conductor connections from one power source to another. The transfer switch on activation shall disconnect all current carrying conductors to include the neutral to prevent back-feed to the utility.

110.5. Delete in its entirety. Insert: Conductors. Conductors normally used to carry current shall be of copper unless otherwise provided for in this code. Where the conductor material is not specified, the sizes given in this code shall apply to copper conductors. Where other materials are used, the size shall be changed accordingly. Aluminum and copper aluminum will be approved only as designed and recommended by a Registered Professional Engineer or a Registered Architect or the enforcing authority. In no case shall any aluminum current carrying conductor be smaller than #2.

210.8 (A) (7) Add:

Exception. Dedicated circuits installed for specific appliances such as clothes washers, refrigerators and microwaves shall not be required to be GFCI-protected where located within 6 feet of laundry, utility or wet bar sinks in a dwelling.

210.12 Arc-Fault Circuit Interrupter Protection. Delete.

210.52 (B)(1). This section shall read as follows; In the kitchen, dining room, pantry, breakfast room and similar areas, two or more small appliance branch circuits shall serve all wall and floor receptacle outlets, all countertop receptacle outlets and receptacle outlets for refrigeration equipment. One or both of the required small appliance branch circuits shall be permitted to serve other receptacle outlets in the same kitchen and in the other rooms previously specified. Additional small appliance circuits shall be permitted. Small appliance circuits are not permitted to serve outlets outside of these rooms or areas, and shall not serve more than one kitchen.

Small appliance branch circuits are intended to serve kitchen appliances and utilization equipment. No more than three outlets or openings shall be allowed on a small appliance branch circuit, except that all dining room receptacles may be served by a small appliance branch circuit. Small appliance branch circuits are not allowed to serve room lighting, except or unless the lighting is a manufactured part of equipment served by these circuits.

A refrigerator may be served by a dedicated 15 amp circuit.

A microwave oven shall be served by a dedicated 20 amp circuit.

In no case shall the load exceed the rating of a branch circuit.”

210.52 (B)(3). This section shall read as follows; Receptacles installed in the kitchen to serve countertop surfaces shall be supplied by not less than two small appliance branch circuits, except that these circuits shall also be permitted to serve electric clock receptacles and electric loads associated with gas-fired appliances.

230.70(A)(1). Add: Inside the nearest point of entrance is defined as the first full stud space inside structure.

250.50 Grounding Electrode System. All grounding electrodes as described in 250.52(A)(1) through (A)(6) that are present at each building or structure served shall be bonded together to form the grounding electrode system. Where none of these grounding electrodes exist, one or more of the grounding electrodes specified in 250.52(A)(4) through (A)(7) shall be installed and used, except where there exists a metal water pipe in contact with earth for 10 feet or more, for one- and two-family dwellings, a single grounding electrode as required by the serving electrical utility shall be permitted to fill the requirements of Article 250.50.

410.14 (B) Access to Boxes. Delete.

Article 545. Manufactured Building.

ADD:

545.14. Release from liability: Due to the fact that the Boone County Planning and Building Inspection Department is unable to properly inspect wiring, outlets, junction boxes, etc., in manufactured buildings, the owner is responsible for insuring that all electrical components are in compliance with this code.

Article 550. Mobile Homes and Mobile Home Parks.

ADD:

550.34. Release from liability: Due to the fact that the Boone County Planning and Building Inspection Department is unable to properly inspect wiring, outlets, junction boxes, etc. in manufactured buildings, the owner is responsible for insuring that all electrical components are in compliance with this code.

COMMISSION ORDER NUMBER _____

A COMMISSION ORDER ESTABLISHING THE MINIMUM REGULATIONS GOVERNING THE DESIGN, INSTALLATION AND CONSTRUCTION OF PLUMBING SYSTEMS, BY PROVIDING REASONABLE SAFEGUARDS FOR SANITATION TO PROTECT THE PUBLIC HEALTH AGAINST THE HAZARDS OF INADEQUATE, DEFECTIVE OR UNSANITARY PLUMBING INSTALLATIONS; KNOWN AS THE PLUMBING CODE OF BOONE COUNTY, MISSOURI.

BE IT ORDAINED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1. ADOPTION OF THE PLUMBING CODE:

That a certain document, three (3) copies of which are on file in the office of Building Official of the Boone County Department of Planning and Building Inspection being marked and designated as the "International Plumbing Code/2006", as published by the International Code Council, Inc., be and is hereby adopted as the Plumbing Code of Boone County, Missouri for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of "International Plumbing Code/2006", are hereby referred to, adopted and made part hereof, as is more fully set out in this Ordinance, with the additions, insertions, deletions and changes as hereinafter prescribed.

SECTION 2. JURISDICTIONAL TITLE.

100.1 Wherever (name of jurisdiction) appears in this code, it shall read "County of Boone, Missouri".

100.1.1 Wherever "Department of Plumbing Inspection" appears in this code, it shall read "Department of Planning and Building Inspection of Boone County, Missouri".

100.1.2 Wherever "Chief Appointing Authority of the Jurisdiction" appears in this Code, it shall read "Boone County Commission of Boone County, Missouri".

SECTION 3. AMENDMENTS TO THE INTERNATIONAL PLUMBING CODE/2006:

The International Plumbing Code/2006, is amended by additions, deletions and changes, including the changing of Articles, Sections, Sub-sections and Subsection titles, and the addition of new Sections and new Sub-Sections reads as follows:

101.2.1 Appendices. Appendices B, C, D, E, F and G are adopted as part of this code.

106.6.3 Fee Refunds: The code official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder that was erroneously paid or collected.
2. Not more than 75% of the permit fee paid when no work has been done under a permit issued in accordance with this code.

2 IPC-2006

3. Not more than 75% of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

108.4 Delete in its entirety.

Add:

108.4 Violation penalties: Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall install plumbing work in violation of an approved plan or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable as provided by law. Each day that a violation continues shall be deemed a separate offense.

108.5 Stop work orders: Delete last sentence. Insert: Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe conditions, shall be guilty of a misdemeanor, punishable as provided by law.

109.2 Delete in its entirety.

Add:

109.2 Membership of the board: The board of appeals as established in Section 112 of the International Building Code / 2006 shall serve as the board of appeals for the International Plumbing Code.

305.6 Delete.

Add:

305.6 Freezing: Water, soil and waste pipes shall not be installed outside of a building, in attics or crawl spaces, concealed in outside walls, or in any other place subjected to freezing temperature unless adequate provision is made to protect such pipes from freezing by insulation or heat or both.

Exterior water supply system piping shall be installed not less than 6 inches below the frost line (frost line is 30") and not less than 12 inches below grade

305.6.1 Delete.

Add:

305.6.1 Sewer Depth: Building sewers that connect to private sewage disposal systems shall be a minimum of eighteen (18) inches below finished grade at the point of septic tank connection. Building sewers shall be a minimum of eighteen (18) inches below grade.

Add:

602.3 Individual water supply. Where a potable public water supply is not available, individual sources of potable water supply shall be utilized. A potable public supply system shall be considered available to a lot if the lot is located within 300 feet of the public water main.

701.2 Delete in its entirety.

Add:

701.2 Sewer required: Every building in which plumbing fixtures are installed and every premises having drainage piping shall be connected to a public sewer, where available, or where a public sewer is not available, a private sewage disposal system in accordance with the requirements of the Columbia/Boone County Health Department or the Missouri Department of Natural Resources.

3 IPC-2006

Add:

701.2.1 A public sewer system shall be considered available if a lot is within 225 feet of a sanitary sewer system to which connection is practical and is permitted by the governmental agency or utility responsible for the sanitary sewer.

Add:

904.1 Roof extension. All open vent pipes that extend through a roof shall be terminated at least 12 inches above the roof, except that where a roof is to be used for any purpose other than weather protection, the vent extensions shall be run at least 7 feet above the roof.

COMMISSION ORDER NUMBER: _____

A COMMISSION ORDER ESTABLISHING THE MINIMUM REGULATIONS GOVERNING THE DESIGN, INSTALLATION AND CONSTRUCTION OF MECHANICAL SYSTEMS, BY PROVIDING REASONABLE SAFEGUARDS TO PROTECT THE PUBLIC HEALTH AND SAFETY AGAINST THE HAZARDS OF INADEQUATE, DEFECTIVE OR UNSAFE MECHANICAL SYSTEMS AND INSTALLATIONS; KNOWN AS THE MECHANICAL CODE OF BOONE COUNTY, MISSOURI.

BE IT ORDAINED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1. ADOPTION OF THE MECHANICAL CODE:

That a certain document, three (3) copies of which are on file in the office of Building Official of the Boone County Department of Planning and Building Inspection being marked and designated as "International Mechanical Code/2006", as published by the International Code Council, Inc., be and is hereby adopted as the Mechanical Code of Boone County, Missouri for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of "The International Mechanical Code/2006", are hereby referred to, adopted and made part hereof, as is more fully set out in this Ordinance, with the additions, insertions, deletions and changes as hereinafter prescribed.

SECTION 2. JURISDICTIONAL TITLE.

100.1 Wherever (name of jurisdiction) appears in this code, it shall read "County of Boone, Missouri".

100.1.1 Wherever "Department of Mechanical Inspection" appears in this code, it shall read "Department of Planning and Building Inspection of Boone County, Missouri".

100.1.2 Wherever "Chief Appointing Authority of the Jurisdiction" appears in this Code, it shall read "Boone County Commission of Boone County, Missouri".

SECTION 3. AMENDMENTS TO THE INTERNATIONAL MECHANICAL CODE/2006:

The International Mechanical Code/2006 is amended by additions, deletions and changes, including the changing of Articles, Sections, Sub-sections and Subsection titles, and the addition of new Sections and new Sub-Sections reads as follows:

101.2 Scope Exception 2: Mechanical systems in existing buildings undergoing repair, alterations or additions and change of occupancy shall be permitted to comply with the International Building Code or other applicable codes.

101.2.1 Appendices. Appendix A is adopted as part of this code.

106.3.1 Construction Documents. Add to exception: Buildings or structures exempt from these requirements are as follows:

- a. One-Family dwellings.
- b. Two family dwellings.
- c. Commercial or industrial buildings having less than 1200 square feet of floor space, or which provide for the employment, sleeping, assembly, housing or eating of not more than nine (9) persons.
- d. Any structure containing less than twenty-thousand cubic feet, except as provided above.
- e. Any building or structure used exclusively for farm purposes.

106.5.2 Fee schedule. The fees for mechanical work shall be as approved by the Boone County Commission.

106.5.3 Delete in its entirety.

Add:

106.5.3 Fee Refunds: The code official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder that was erroneously paid or collected.
2. **When no work has been done, the permit fee, less a processing fee of 25% of the original fee may be refunded to the original permittee.**

The code official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the fee was paid.

108.4 Delete in its entirety. Insert: Violation penalties: Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair mechanical equipment or systems in violation of an approved plan or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable as provided by law. Each day that a violation continues shall be deemed a separate offense.

108.5 Delete last sentence. Insert: Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of a misdemeanor, punishable as provided by law. Each day that a violation continues shall be deemed a separate offense.

109.2 Delete in its entirety. Insert:

109.2 Membership of the board: The board of appeals as established in Section 112 of the International Building Code / 2006 shall serve as the board of appeals for the International Mechanical Code.

109.2.1 Delete in its entirety.

109.2.2 Delete in its entirety.

109.2.3 Delete in its entirety.

109.2.4 Delete in its entirety.

109.2.5 Delete in its entirety.

IMC – 2006

3

109.2.6 Delete in its entirety.

109.3 Delete in its entirety.

109.4 Delete in its entirety.

109.4.1 Delete in its entirety.

109.5 Delete in its entirety.

109.6 Delete in its entirety.

109.6.1 Delete in its entirety.

109.6.2 Delete in its entirety.

109.7 Delete in its entirety.

COMMISSION ORDER NUMBER: _____

A COMMISSION ORDER ESTABLISHING THE MINIMUM REGULATIONS GOVERNING THE DESIGN, INSTALLATION AND CONSTRUCTION OF FUEL GAS SYSTEMS AND GAS FIRED-APPLIANCES, BY PROVIDING REASONABLE SAFEGUARDS TO PROTECT THE PUBLIC HEALTH AND SAFETY AGAINST THE HAZARDS OF INADEQUATE, DEFECTIVE OR UNSAFE FUEL GAS SYSTEMS AND GAS FIRED APPLIANCES; KNOWN AS THE FUEL GAS CODE OF BOONE COUNTY, MISSOURI.

BE IT ORDAINED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1. ADOPTION OF THE FUEL GAS CODE:

That a certain document, three (3) copies of which are on file in the office of Building Official of the Boone County Department of Planning and Building Inspection being marked and designated as "International Fuel Gas Code/2006", as published by the International Code Council, Inc., be and is hereby adopted as the Fuel Gas Code of Boone County, Missouri for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of "The International Fuel Gas Code/2006", are hereby referred to, adopted and made part hereof, as is more fully set out in this Ordinance, with the additions, insertions, deletions and changes as hereinafter prescribed.

SECTION 2. JURISDICTIONAL TITLE.

100.1 Wherever (name of jurisdiction) appears in this code, it shall read "County of Boone, Missouri".

100.1.1 Wherever "Department of Inspection" appears in this code, it shall read "Department of Planning and Building Inspection of Boone County, Missouri".

100.1.2 Wherever "Chief Appointing Authority of the Jurisdiction" appears in this Code, it shall read "Boone County Commission of Boone County, Missouri".

SECTION 3: AMENDMENTS TO THE INTERNATIONAL FUEL GAS CODE/2006:

The International Fuel Gas Code/2006 is amended by additions, deletions and changes, including the changing of Articles, Sections, Sub-sections and Subsection titles, and the addition of new Sections and new Sub-Sections reads as follows:

101.2 Scope Exception 2: As an alternative to the provisions of this code, fuel-gas piping systems, fuel-gas utilization equipment and related accessories in existing buildings that are undergoing repairs, alterations, changes in occupancy or construction of additions shall be permitted to comply with the International Building Code or other applicable codes.

101.3 Appendices. Appendices A, B and C are adopted as part of this code.

106.3.1 Construction Documents. Add to exception: Buildings or structures exempt from these requirements are as follows:

- a. One-Family dwellings.
- b. Two family dwellings.
- c. Commercial or industrial buildings having less than 1200 square feet of floor space, or which provide for the employment, sleeping, assembly, housing or eating of not more than nine (9) persons.
- d. Any structure containing less than twenty-thousand cubic feet, except as provided above.
- e. Any building or structure used exclusively for farm purposes.

106.5.2 Fee schedule. The fees for mechanical work shall be as approved by the Boone county Commission.

106.5.3 Delete in its entirety.

Add:

106.5.3 Fee Refunds: The code official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder that was erroneously paid or collected.
2. **When no work has been done, the permit fee, less a processing fee of 25% of the original fee may be refunded to the original permittee.**

The code official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the fee was paid.

108.4 Delete in its entirety. Insert: Violation penalties: Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair mechanical equipment or systems in violation of an approved plan or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable as provided by law. Each day that a violation continues shall be deemed a separate offense.

108.5 Delete last sentence. Insert: Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of a misdemeanor, punishable as provided by law. Each day that a violation continues shall be deemed a separate offense.

109.2 Delete in its entirety. Insert:

109.2 Membership of the board: The board of appeals as established in Section 112 of the International Building Code / 2006 shall serve as the board of appeals for the International Fuel Gas Code Code.

109.2.1 Delete in its entirety.

109.2.2 Delete in its entirety.

109.2.3 Delete in its entirety.

109.2.4 Delete in its entirety.

109.2.5 Delete in its entirety.

109.2.6 Delete in its entirety.

109.3 Delete in its entirety.

109.4 Delete in its entirety.

109.4.1 Delete in its entirety.

109.5 Delete in its entirety.

109.6 Delete in its entirety.

109.6.1 Delete in its entirety.

109.6.2 Delete in its entirety.

403.4.3 Copper and brass. Copper and brass pipe shall not be used if the gas contains more than an average of 0.3 grains of hydrogen sulfide per 100 standard cubic feet of gas (0.7 milligrams per 100 liters). **Natural gas supplied by Ameren UE in Boone County exceeds this level therefore copper or brass shall not be used with natural gas.** Threaded copper, brass and aluminum-alloy pipe shall not be used with gases corrosive to such metals.

403.5.2 Copper and brass tubing. Copper tubing shall comply with standard Type K or L of ASTM B 88 or ASTM B 280.

Copper and brass tubing shall not be used if the gas contains more than an average of 0.3 grains of hydrogen sulfide per 100 standard cubic feet of gas (0.7 milligrams per 100 liters). **Natural gas supplied by Ameren UE in Boone County exceeds this level therefore copper or brass shall not be used with natural gas.**

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 07

In the County Commission of said county, on the 16th day of January 20 07

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

Now on this day the County Commission of the County of Boone does hereby approve the disposal of the attached surplus items by auction on Gov Deals.

Done this 16th day of January, 2007.

Ken Pearson
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

Boone County Purchasing
Tyson Boldan
 Office Specialist



601 E. Walnut, Room 209
 Columbia, MO 65201
 Phone: (573) 886-4394.

RECEIVED

JAN 16 2007

BOONE COUNTY AUDITOR

MEMORANDUM

TO: Boone County Commission
 FROM: Tyson Boldan
 RE: Miscellaneous Equipment
 DATE: January 5, 2007

The following items have been identified as surplus. The Purchasing Department is requesting approval for disposal by auction on Gov Deals for items 1 – 59. Items 60-78 will transfer within Boone County except for item #73 – light bar. The Sheriff Department is requesting to donate that item to the police museum..

	Asset #	Description	Make	Model	Condition of Asset	Serial #
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Computer Equipment Requested for Auction

1.	7306	Exide PowerWare Plus 5 UPS		5	Working - Fair	
2.	12866	PC	Compaq	Deskpro EX	Hard Drive Removed	
3.	10444	Monitor	Samsung 6NE	17 inch	Poor	
4.	12246	PC			Good	
5.	12088	Microprinter 60	Canon	60	Poor - Unreliable	AQ301411
6.	No Tag	3 Com Office Connect 4 Port			Poor	0200/7H4F034410
7.	12760	3 Com Office Connect 56K			Poor	
8.	12716	3 Com Office Connect 56K			Poor	
9.	No Tag	3 Com Office Connect 4 port			Poor	0200/7H4F034405
10.	12691	PC	Compaq	Armada E500	Poor – hard drive removed	
11.	8909	Printer	Lexmark	Optra R	Poor	
12.	13451	Monitor	Gateway	EV700 17"	Poor	
13.	No Tag	PC	IBM	Cloan PC	Non-Working	
14.	No Tag	PC	IBM	Cloan PC	Non-Working	
15.	8628	Laser	LaserJet 4	HP	Very Poor	
16.	No Tag	KDS Monitor			Poor	0495622959
17.	12770	PC	Compaq	lpaq P733	Hard Drive Removed	
18.	12835	PC	Compaq	lpaq P733	Hard Drive Removed	
19.	12831	PC	Compaq	lpaq P733	Hard Drive Removed	

Commission Order:

20.	12513	PC	Compaq	lpaq P733	Hard Drive Removed	
21.	12803	PC	Compaq	lpaq P733	Hard Drive Removed	
22.	12816	PC	Compaq	lpaq P733	Hard Drive Removed	
23.	12818	PC	Compaq	lpaq P733	Hard Drive Removed	
24.	12509	PC	Compaq	lpaq	Hard Drive Removed	
25.	12837	PC	Compaq	lpaq	Hard Drive Removed	
26.	12793	PC	Compaq	lpaq	Hard Drive Removed	
27.	12839	PC	Compaq	lpaq	Hard Drive Removed	
28.	12795	PC	Compaq	lpaq	Hard Drive Removed	
29.	12833	PC	Compaq	lpaq	Hard Drive Removed	
30.	12555	Desk Pro	Compaq		Hard Drive Removed	
31.	12517	Monitor 17"	Compaq	S710	Very Poor	
32.	12928	Monitor 17"	Compaq	S710	Very Poor	
33.	12925	Monitor 17"	Compaq	S710	Very Poor	
34.	12922	Monitor 17"	Compaq	S710	Very Poor	
35.	12924	Monitor 17"	Compaq	S710	Very Poor	
36.	11425	Monitor 17"	Compaq	S710	Very Poor	
37.	12923	Monitor 17"	Compaq	S710	Very Poor	
38.	13352	Monitor 17"	Compaq	S710	Very Poor	
39.	12926	Monitor 17"	Compaq	S710	Very Poor	
40.	12324	Monitor 17"	Compaq	S710	Very Poor	
41.	12929	Monitor 17"	Compaq	S710	Very Poor	
42.	12927	Monitor 17"	Compaq	S710	Very Poor	
43.	12561	Monitor 17"	Compaq	S710	Very Poor	
44.	12868	DeskPro	Compaq	EX	Hard Drive Removed	
45.	14197	10 CORP 4465 TX			Non- Working	
46.	7313	Printer	IBM	4019-001	Non- Working	11-0018748
47.	13717	PC	Gateway	450SX4	Hard Drive Removed Non-Working	
48.	No Tag	Printer	Brother	Laser	Non-Working	U60065J2J971252

Items Requested for Auction

49.	No Tag	Cash Register	Royal		Non-Working	164588
50.	2707	Typewriter	Selectric II		Non-Working	
51.	13248	Video Cassette Recorder	Samsung		Non-Working	

Commission Order:

52.	09221	Cell Phone	Hard Wire	Hands Free	Poor	
53.	15109	Clothes Washer	Magic Chef		Drum Gear Broken	CAV2004AWW
54.	2707	Typewriter	Selectric II		Broken	
55.	No Tag	Typewriter	Brother		Non- Working	
56.	09658	Metal (gray) Coat Closet			Good	
57.	07804 & 9073	Revolving File cabinets			Fair (Assembly Rqrd)	
58.	9996, 9997, & 9998	Three sets of shelves-metal			Fair	
59.	14233	HP VS80Autoloade r Sure Store			Non-Working	

Transfer Requests

60.	09087	Phone	Meridian		Working	To Purchasing
61.	9906	Couch		Teal Blue	Excellent	To Barbra Morris Child Services Office
62.	12727	Wood Desk				To Public Administrator's Office
63.	08257	Credenza				To Public Administrator's Office
64.	10216	Wood Chair				To Public Administrator's Office
65.	10217	Wood Chair				To Public Administrator's Office
66.	2378	Wood Chair				To Public Administrator's Office
67.	2378	Printer Table				To Circuit Clerk's Office

Commission Order:

68.	08262	Wood Desk				To Public Administrator's Office
69.	08255	Wood Desk				To Public Administrator's Office
70.	2179	Wood Table				To Public Administrator's office
71.	06371	Wood Table				To Public Administrator's Office
72.	09430	Bookshelf-Dark Wood			Excellent	To Juvenile Office
73.	10618	Code 3 Light Bar		LP600	Poor	Donated to Police Museum
74.	04060 &- 04061	Safe and Safe Cover			Good	To Public Administration
75.	No Tag	Book		Professional Secretary		To Purchasing
76.	No Tag	Book		Word for Windows for Dummies		To Purchasing
77.	No Tag	Spiral Telephone Cord				To Purchasing for Parts
78.	No Tag	Spiral Telephone Cord				To Purchasing for Parts

cc: Auditor
Surplus File

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 07


In the County Commission of said county, on the 16th day of January 20 07


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

Now on this day the County Commission of the County of Boone does hereby award bid 01-04JAN07 Road Sweeper to G.W. Van Keppel. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.


Done this 16th day of January, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Ken Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT FOR
ROAD SWEEPER**

THIS AGREEMENT dated the 16 day of January 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **G. W. Van Keppel**, 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 the Road Sweeper, bid number **01-04JAN07** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated January 3, 2007 and executed by David Bolerjack, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following:
 - Item 4.8.1. – Broce Broom Model RJ350 with 200 Hours \$28,250.00
3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications.
4. **Billing and Payment** - All billing shall be invoiced to Boone County Public Work's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all 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.

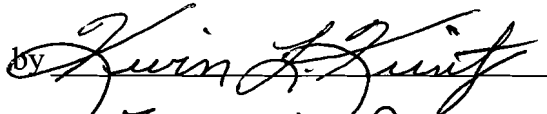
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality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

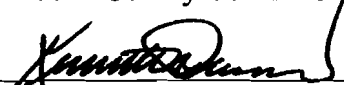
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

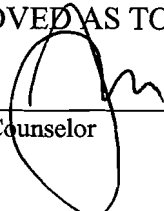
G.W. VAN KEPPEL

by 
title Exec. V. Pres.


BOONE COUNTY, MISSOURI

by: Boone County Commission

Kenneth Pearson, Presiding Commissioner

APPROVED AS TO FORM:

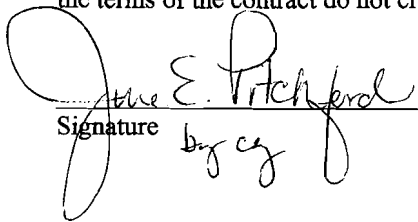

County Counselor

ATTEST:


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, 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 JEP

1/9/07
Date

2040/91300 - \$28,250.00 ✓

Appropriation Account

4. Response Form

G

- 4.1. Company Name: G W VAN KEPPEL
- 4.2. Address: 1801 NORTH 9TH STREET
- 4.3. City/Zip: KANSAS CITY, KS 66101
- 4.4. Phone Number: 913 281-4800
- 4.5. Fax Number: 913 281-4815
- 4.6. E-Mail Address: DBOLERJACK@VANKEPPEL.COM
- 4.7. Federal Tax ID: 44-0513694

- 4.7.1. Corporation
- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____
- Other (Specify) _____

4.8. PRICING

	<u>Unit Price</u>	<u>Qty</u>	<u>Extended Price</u>
4.8.1. Road Sweeper Per Section 2	\$ <u>28,250.00</u>	1	\$ <u>28,250.00</u>
Make: <u>BROCE BROOM</u>			
Model: <u>RJ350</u>			
Hours on Machine: <u>200</u>			
4.8.2. Extra Brush Discs (Price Per Each)			\$ <u>6.72</u>
4.9. Cash Discount	\$ _____ net _____ days		
4.10. GRAND TOTAL (4.8.1. – 4.10.)			\$ <u>28,250.00</u>
4.11. Hourly Labor/Repair Rate per section 2.3.18.			\$ <u>100.00</u> /hr
4.12. Percentage discount off list price of OEM parts			_____ <u>5</u> %

NOTE: INCLUDE ALL BID SUBMISSION ITEMS LISTED IN SECTION 2.5. WITH THE BID RESPONSE

4.14. Describe Warranty Features:
PLEASE SEE ATTACHED WARRANTY FORM

4.15. Describe Any Deviations

PLEASE SEE ATTACHED SHEET

4.16. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.16.1. Authorized Representative (Sign By Hand)

David Bolerjack

Date: 1-3-07

4.16.2. Print Name and Title of Authorized Representative

DAVID BOLERJACK SALES

4.17. 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

4.18. Delivery ARO: _____



THE G. W. VAN KEPPEL COMPANY

1801 North 9th Street, Kansas City, KS 66101 (913) 281-4800
P.O. Box 2923, Kansas City, KS 66110 Fax (913) 281-4815

01-02-2007

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

Heather Turner, Senior Buyer
Phone: 573.886.4392
Fax: 573.886.4390

BID SUBMISSION REQUIREMENTS

- 2.5.1.1) 2006 BROCE BROOM RJ350
- 2.5.1.2) 200 HOURS
- 2.5.1.3) MACHINE IS IN (LIKE NEW CONDITION)
- 2.5.1.4) NO SERVICE HISTORY ON RECORD
- 2.5.1.5) ALL STANDARD EQUIPMENT SPECS ON BACK OF BROCHURE WITH OPTOINS MARK *
- 2.5.1.6) SERVICE - VAN KEPPEL, KANSAS CITY KS, PARTS - VAN KEPPEL, COLUMBIA MO
MIKE RAY, 573.474.0182
- 2.5.1.7) VAN KEPPEL HAS 25 YEARS OF SERVICE WORK ON THE BROCE BOOMS AND WAS THE NUMBER
1 DEALER LAST YEAR
- 2.5.1.8) 1 YEAR/1000 HOURS
- 2.5.1.9) PLEASE SEE ATTACHED WARRANTY SPECS
- 2.5.1.10) EXTENDED 12 MONTH OR 1000 HOUR WARRANTY FOR A COST OF \$575.00.

RESPONSE FORM DEVIATIONS

- 2.3.20) STANDARD FACTORY WARRANTY IS 1 YEAR OR 1000 HOURS WHICHEVER COMES FIRST.

CONTRACT DOCUMENTS
BOONE COUNTY, MISSOURI
BID #01-04JAN07 Road Sweeper

ADDENDUM #1
(Issued December 14, 2006)

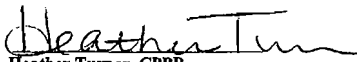
This addendum is issued in accordance with the Introduction and General Conditions of Bidding and is hereby incorporated into and made a part of the Contract Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with bidder's *Response Form*.

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:

BID DOCUMENTS:

1. Revise Section 2.3.9. as follows:

Brakes: Rear brake shall be self adjusting hydraulic with dual master cylinder for backup safety. A mechanical type parking brake with indicator light shall be furnished. Front brakes shall be disc type.


By: 
Heather Turner, CPPB
Senior Buyer

BIDDER has examined copy of Addendum #1 to Request for Bid #01-04JAN07 Road Sweeper, receipt of which is hereby acknowledged:

Company Name: G W VAN KEPPEL
Address: 1801 NORTH 9TH STREET
KANSAS CITY, KS 66101
913 281-4800

Phone Number:

Fax Number: 913 281-4815

Authorized Representative Signature: 

Date: 1-02-2007

BROCE MANUFACTURING COMPANY

BROCE BROOM LIMITED TWELVE MONTH WARRANTY

For a period of twelve (12) months or 1,000 hours whichever comes first, from the date of delivery of product to the original user, Broce Manufacturing of Dodge City, Kansas warrants each product to be free from manufacturing defects, subject to the limitations contained in this policy. This limited warranty covers parts and labor.

This warranty does not apply to defect caused, in whole or in part, by unreasonable use while in the possession of the user, including, but not limited to, failure to properly set up product, failure to provide reasonable and necessary maintenance, normal wear, routine tune ups or adjustments, improper handling, accidents, operation at speed or load conditions contrary to published specifications, improper or insufficient lubrication, or improper storage. This warranty is not a guarantee that the performance of each product will meet the expectations of the purchaser.

Broce Manufacturing shall not be liable for consequential damage of any kind, including, but not limited to: consequential labor costs or transportation charges in connection with the replacement or repair of defective parts, lost time or expense which may have accrued because of said defects. In no event shall Broce Manufacturing's total liability hereunder exceed the product purchase price.

Many components used by Broce Manufacturing are subject to the warranties of their respective manufacturers. These warranties will be considered void if the product is modified or repaired in any way not expressly authorized, or if closed components are disassembled prior to return. Closed components include, but are not limited to gearboxes, hydraulic pumps, motors, cylinders and actuators.

Our obligation under the warranty is expressly limited, at our option, to the replacement or repair at Broce Manufacturing of Dodge City, KS or at a service facility designated by us. We are not responsible for unauthorized repairs or replacements. Any implied or statutory warranties, including any warranty of merchantability or fitness for a particular purpose, are expressly limited to duration of this written warranty. We make no other express warranty. This warranty cannot be extended, broadened, or changed except in writing by an authorized officer of Broce Manufacturing.

**CONTRACT DOCUMENTS
BOONE COUNTY, MISSOURI
BID #01-04JAN07 Road Sweeper**

ADDENDUM #1
(Issued December 14, 2006)

This addendum is issued in accordance with the Introduction and General Conditions of Bidding and is hereby incorporated into and made a part of the Contract Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with bidder's *Response Form*.

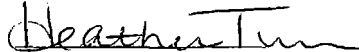
Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

BID DOCUMENTS:

1. Revise Section 2.3.9. as follows:

Brakes: Rear brake shall be self adjusting hydraulic with dual master cylinder for backup safety. A mechanical type parking brake with indicator light shall be furnished. Front brakes shall be disc type.

By:


Heather Turner, CPPB
Senior Buyer

BIDDER has examined copy of Addendum #1 to Request for Bid #01-04JAN07 Road Sweeper, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Authorized Representative Signature: _____

Date: _____



Request For Bid (RFB)

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

Heather Turner, Senior Buyer
573/886-4392 - FAX 573/886-4390
Email: hturner@boonecountymo.org

Bid Data

Bid Number: **01-04JAN07**
Commodity Title: **Road Sweeper**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: THURSDAY, JANUARY 4, 2007
Time: 10:30 AM (Bids received after this time will be returned unopened)
Location / Mail Address: **Boone County Purchasing Department**
Boone County Johnson Building
601 E. Walnut, Room 209
Columbia, MO 65201

Directions: The Johnson Building is located on the Northeast corner at 6th St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: THURSDAY, JANUARY 4, 2007
Time: 10:30 AM
Location / Address: **Boone County Johnson Building Conference Room**
601 E. Walnut, Room 213
Columbia, MO 65201

Bid Contents

- 1.0: **Introduction and General Terms and Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
Standard Terms and Conditions
"No Bid" Form

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders 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 compare the lowest bid received with the current State contract pricing, and award 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 contract for the furnishing and delivery of a Self Propelled Road Sweeper with all manufacturer’s standard equipment and those features as outlined below. Note: Low hour (500 hours or less) demonstration or rental units may also be considered.
- 2.2. **ACCEPTABLE MODELS** – Walden Sweepmaster 250, Broce Broom RJ 350, or other comparable machines.
- 2.2.1. **Quantity** – 1 **Note: Vendor will be bidding on one (1) Road Sweeper.**
- 2.3. **MINIMUM TECHNICAL SPECIFICATIONS**
- 2.3.1. **Operating Weight:** A minimum of 4,500 lb. and heaviest configuration shall not exceed 6,000 lbs. including ROPS/FOPS enclosed cab.
- 2.3.2. **Engine:** Rear mounted for better visibility. Minimum 276 cubic inch (4.5 liter), 80 HP diesel at 2500 RPM. Diesel engine to be equipped with replaceable wet-type forged steel cylinder liners and forged dynamically balanced crankshaft constructed of heat-treated high carbon steel. Air cleaner to be dual element dry-type with pre-cleaner at cab height, 12-volt system, 95 amp. And 750 CCA battery. Alternator, ignition key start and variable speed governor. Fuel tank to be 20 gallon minimum and have interior rust-inhibiting coating. Engine shall be completely covered with hinged, solid metal, lockable cover.
- 2.3.3. **Transmission:** Shall be fully hydrostatic, with speeds infinitely variable to 30 MPH. A 10-micron suction filter will provide oil to the hydrostatic pump. Hydrostatic transmission shall be a closed loop, variable speed direct engine pump, with a fixed displacement motor coupled with a two-speed manual transmission, to provide gradability up to 45 degrees and neutral position for towing. Closed loop cooling by a hot oil shuttle built into the motor and the case drain in the hydrostatic pump, returned to the tank through the oil cooler. Foot control shall be used for forward and reverse, as well as dynamic braking. Hydrostatic control to be spring loaded to return to positive neutral position when foot is removed. This prevents inadvertent movement when sitting stationary, with the engine running.
- 2.3.4. **Instruments:** All gauges to be assembled on a common dash with easy visibility from operator’s seat. To include hour meter, tachometer, oil, water temperature, and fuel gauge. Traffic horn with horn button inside steering wheel and reverse alarm, with a minimum of 90 decibels.
- 2.3.5. **Frame and Cab:** All material shall be solid weld, heavy structural steel, minimum 6” channel front and rear bumpers. Certified OSHA approved rollover protection structure (ROPS) and cab with heavy duty tinted safety glass, right and left full view doors, door locks, windshield wiper, padded insulation, floor mat, heater and defroster fan, windshield washer, west coast mirrors.
- 2.3.6. **Air conditioning.** Air conditioning shall consist of a pressurized system with condenser mounted in the rear with the radiator and oil cooler condenser. Blower fan shall be of sufficient CFM to adequately cool the cab.
- 2.3.7. **Steering:** Shall be open center orbital type power steering unit, with power beyond and dead steering capabilities.
- 2.3.8. **Tires:** P235 or P225/75R15 radials on 5 bolt steel automotive grade wheels. All wheels must interchange front and rear.
- 2.3.9. **Brakes:** Rear brake shall be self adjusting hydraulic with dual master cylinder for backup safety. A mechanical type parking brake with indicator light shall be furnished. Brakes shall be disc type.
- 2.3.10. **Brush Core:** Shall be steel constructed for use with minimum 32” diameter wafer type brush segments. Shall be 10” diameter by 8’ in length with capacity for 7’-6” of polypropylene wafers. Brush to be powered by hydraulic motor independent of travel speed, with direct drive motor located inside the brush core. A heavy duty shock absorber to be utilized on core support frame to maintain core balance. Full length rubber shield shall be provided to deflect flying debris from damaging other parts of the sweeper. Brush assembly shall have a wrap-around type, 16 gauge metal shield the length of the brush core and covering 140 degrees at a minimum. Brush shall be outfitted with electronic variable speed brush control for varied speeds in different applications.
- 2.3.11. **Sweeping Angle:** Unit shall be capable of sweeping 45 degrees left to 45 degrees right.
- 2.3.12. **Brush Mounting:** Brush shall be mounted in such a manner that it is “pulled” permitting it to “float” through a range of at least 12” to follow the contour of the pavement plus the ability to be locked in any position, for extra heavy sweeping.
- 2.3.13. **Lighting Systems:** Machine shall include two headlamps, stop, tail and turn signals with controller and flasher (including 4-way flashers). Optional equipment shall include 4 led strobes – two visible from the front and two from the rear with separate switch mounted in the cab.
- 2.3.14. **Overall Operating Specification/Dimensions:** Minimum wheelbase of 11 ft. 1 in. Unit shall have a maximum overall transport length of 16 ft.
- 2.3.15. **Manuals/Videos:** Operator’s manual, safety and operation video, parts book(s) and service/repair manual(s) shall

be furnished with each machine upon delivery. Manual(s) may be in the form of CD's or DVD's.

- 2.3.16. **Equipment Training:** The successful vendor agrees to provide an appropriate on-site machine operation and preventative maintenance training program for a maximum of two (2) county operators and two (2) county equipment technicians in sufficient scope as to assure efficient and economical performances and maintenance of the equipment as purchased.
- 2.3.17. **Vendor Service/Repair Facilities:** Because the maintenance and repair of this type equipment is complex and due to the critical nature of our operation, repair parts and service must be adequately and readily available. The vendor shall certify that he/she maintains an adequate stock of repair parts and service items within the area and employs qualified service and repair technicians within the area, available within 12 hours. The vendor should state in the returned bid response the location of the service and repair facility, parts depot, and credentials of the service and repair person(s).
- 2.3.18. **Labor and Part Rates:** The County is interested in contracting repair labor and original equipment manufacture parts with awarded contractor for a minimum of 5 years. Bidder will be asked to provide a fixed hourly labor rate and a percentage discount on OEM parts. Any additional charges must be identified in the bidder's response.
- 2.3.19. **Deviation(s):** Any deviation(s) to the above specification(s) shall be listed on a separate sheet(s) of paper and attached to the response form stating section number, component(s) with deviation(s) and a clearly defined explanation for deviation(s). Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be acceptable as proper identification of deviations from the written specifications.
- 2.3.20. **Warranty:** A full machine, 1 year / unlimited hour warranty shall be applied to the machine.
- 2.3.21. **Demonstration:** Prior to awarding the bid, vendor(s) may be requested to demonstrate equipment on-site at the Boone County Public Works Department to determine the most feasible and suitable machine for the operation. Evaluation will be based upon engine power and performance, loader hydraulic system performance and production, fuel consumption, loader breakout force and lift capacity, operator cab configuration, comfort, conveniences, operator visibility 360 degrees, and ease of maintenance and repair, as well as, scheduled preventative maintenance costs.
- 2.3.22. **Designee** – Boone County Public Works 5551 Hwy 63 South Columbia, MO 65201
- 2.3.23. **Contact** – Heather Turner, Boone County Purchasing Department 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone: 573-886-4392 Facsimile: 573-886-4390 Email: hturner@boonecountymo.org
- 2.3.24. **Delivery:** Units shall be delivered with Bill of Sale and Manufacturer's Statement of Origin. The unit shall be assigned to Boone County Public Works, 601 E. Walnut, Room 208, Columbia, MO 65201.
- 2.3.25. **Delivery Terms:** FOB Boone County Public Works Department, Maintenance Operations, 5551 Highway 63 South, Columbia, MO 65201
- 2.4. **ADDITIONAL TERMS AND CONDITIONS:**
 - 2.4.1. Equipment shall be properly serviced, including grease and oil to the proper levels.
 - 2.4.2. Vendor to include product literature for each proposed piece of equipment.
 - 2.4.3. Bid evaluation will be based on quality, reliability, delivery time ARO, and cost. Quality and reliability may be determined by using information contained in product reviews from established publications and demonstration of machine.
- 2.5. **BID SUBMISSION REQUIREMENTS**
 - 2.5.1. The bidder should include the following with their bid submittal:
 - 2.5.1.1. Year, make, and model of proposed unit,
 - 2.5.1.2. Hours on the unit,
 - 2.5.1.3. General condition (engine, tires-% wear, body, etc.),
 - 2.5.1.4. Service history on proposed unit,
 - 2.5.1.5. Detailed brochures with specifications on the proposed unit,
 - 2.5.1.6. Describe the nearest authorized service and repair facility as well as the nearest parts depot and supply a contact name, location, and telephone number,
 - 2.5.1.7. Credentials of the repair personnel,
 - 2.5.1.8. State details for any factory/dealer warranty for the proposed unit,
 - 2.5.1.9. Describe warranty on parts and labor, and
 - 2.5.1.10. Describe any extended warranty available after original warranty has expired. **Include terms and pricing** in the bid response.

3. Response Presentation and Review

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

4. 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) _____

4.8. PRICING

	<u>Unit Price</u>	<u>Qty</u>	<u>Extended Price</u>
4.8.1. Road Sweeper Per Section 2	\$ _____	1	\$ _____
Make: _____			
Model: _____			
Hours on Machine: _____			
4.8.2. Extra Brush Discs (Price Per Each)			\$ _____
4.9. Cash Discount	\$ _____	net _____	days _____
4.10. GRAND TOTAL (4.8.1. – 4.10.)			\$ _____
4.11. Hourly Labor/Repair Rate per section 2.3.18.			\$ _____/hr
4.12. Percentage discount off list price of OEM parts			_____ %

NOTE: INCLUDE ALL BID SUBMISSION ITEMS LISTED IN SECTION 2.5. WITH THE BID

4.13. RESPONSE

4.14. Describe Warranty Features:

4.15. Describe Any Deviations

4.16. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.**

4.16.1. Authorized Representative (Sign By Hand):

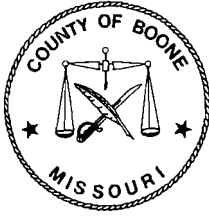
_____ Date: _____

4.16.2. Print Name and Title of Authorized Representative

4.17. 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

4.18. Delivery ARO: _____



Standard Terms and Conditions

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

Heather Turner, Senior Buyer
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 Quotation 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 quotation and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. 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.

Boone County Purchasing
Heather Turner
Senior Buyer



601 E.Walnut-Room 209
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

“NO BID” RESPONSE FORM

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WISH 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. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. *If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.*

If you have questions, please call the Purchasing Office at (573) 886-4392. Thank you for your cooperation.

Bid Number 01-04JAN07

(Business Name)

(Date)

(Address/P.O. Box)

(Telephone)

(City, State, Zip)

(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

January Session of the January Adjourned

Term. 20 07

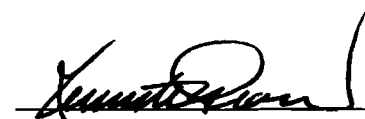
In the County Commission of said county, on the

16th day of January 20 07

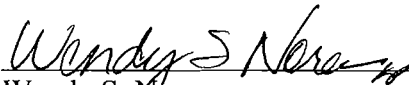
the following, among other proceedings, were had, viz:

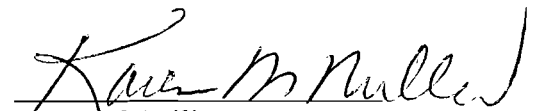
Now on this day the County Commission of the County of Boone does hereby agree to utilize the Western States Contracting Alliance (WSCA) cooperative contract 13-00115 – Wireless Communication Services and Equipment. This master agreement is a multi-vendor award with Sprint, Cingular, T-Mobile, and Verizon and the contract extends through October 9, 2010. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

Done this 16th day of January, 2007.


 Ken Pearson
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
MASTER PRICE AGREEMENT
13-00115**

1. Scope: (Replace these instructions with a brief description of the jurisdiction of the governmental entity signing this addendum. For example, the jurisdiction of a state may include all state agencies, universities, public schools and political subdivisions of the state. The jurisdiction of a political subdivision such as a county generally includes all governmental entities within the county.)

2. Changes: (Replace this with specific changes or a statement that no changes are required)

3. Primary Contact: The primary government contact individual for this participating addendum is as follows:

Name Boone County Purchasing
Address 601 E. Walnut, Room 208, Columbia, MO 65201
Telephone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymmo.org

4. Subcontractors: The following subcontractor(s) are authorized to perform services.
(Discuss this with the Sprint PCS representative
Insert subcontractor name(s) or the word "NONE")

5. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include price agreement number: 13-00115

This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Government Entity: County of Boone, MO Contractor: Sprint PCS
By: *[Signature]* By: _____
Name: KENNETH M. PERKINS Name: _____
Title: PREVIOUS COMMISSIONER Title: _____
Date: 1/14/07 Date: _____

APPROVED AS TO
LEGAL FORM
[Signature]
DATE: 1/14/07

CERTIFICATION:
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.
No encumbrance recorded 1/10/07
Auditor *[Signature]* Date _____
term of office

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 07

In the County Commission of said county, on the

16th

day of

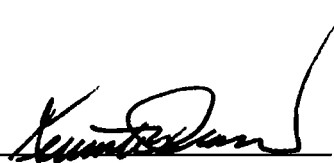
January

20 07


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

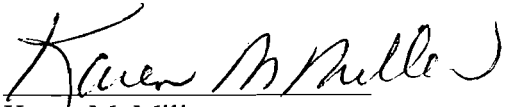
Now on this day the County Commission of the County of Boone does hereby agree to utilize the State of Nebraska cooperative contract 11182 OC with Motorola Communications for Two-Way Radio Communications Equipment and Related Accessories. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

Done this 16th day of January, 2007.


Ken Pearson
Presiding Commissioner

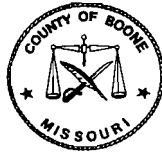
ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing



Melinda Bobbitt, CPPB
Director

601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

January 16, 2007

Motorola, Inc.
Attn: Peter Albera
1129 S.W. Sunflower Drive
Lee's Summit, MO 64081

RE: Letter of Agreement to Purchase from the State of Nebraska Cooperative Contract #11182 OC -
Two-Way Radio Communications Equipment & Accessories

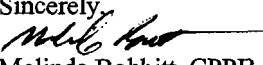
Dear Mr. Albera:


I am writing to notify you that the County of Boone – Missouri will be a participant in the above referenced Nebraska Cooperative Contract. All terms and pricing of the Contract will apply to purchases by the County of Boone – Missouri. This procedure does not imply an exclusive contract, nor does it preclude the County from bidding or purchasing items from other sources. The Contract pricing is effective from December 1, 2004 through December 31, 2007.

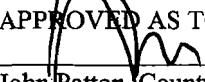
The Sheriff Department will contact you to place orders and must give you a Purchase Order Number. Please send all invoices and the monthly statement to the Boone County Sheriff Department, 2121 County Drive, Columbia, MO 65201.

Please sign Exhibit C and return by fax to (573) 886-4390.

Should you have any questions pertaining to County orders, contact Captain Beverly Braun, Boone County Sheriff Department at (573) 876-6101. Contract questions may be addressed to the Purchasing Department at (573) 886-4391.

Sincerely,

Melinda Bobbitt, CPPB
Director of Purchasing

BOONE COUNTY MISSOURI
By: Boone County Commission

Ken Pearson, Presiding Commissioner

APPROVED AS TO FORM:

John Patton, County Counselor

ATTEST:

Wendy Noten, 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.)

No Encumbrance Required # 1/10/07 2901/92301; 1251/91300 Term and Supply
Signature Date Appropriation Account

20 -2007

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 07

In the County Commission of said county, on the 16th day of January 20 07

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

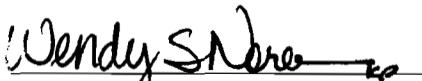
Now on this day the County Commission of the County of Boone does hereby approve the renewal of the attached list of sole source vendors for another year, ending on December 31, 2007.

Done this 16th day of January, 2007.

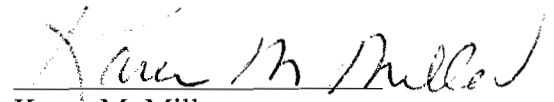


Ken Pearson
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Vender Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #
Structural Preservation Systems	Public Works	Carbon Fiber Strengthening of Bridges	On-Going	6/3/02 - Karen Miller	\$91,025.00	Yes	22-123102 (renewed through 12/31/06)
Sympro Inc.	Treasurer	Annual Maintenance and Support Renewal - Sympro Treasury Mgt Software	On-Going	5/23/06 - Skip Elkin	\$6,400.00	No	66-123106SS
Tech Electronics	Court of Administrator	Courtroom Sound System	On-Going	6/29/2001	\$0.00	Yes - C.O. 47-2003	03-123102 (renewed through 12/31/06)
Tech Electronics of Columbia Inc.	Facilities Maintenance	Maintenance for Jail Intercomm System	On-Going	4/13/06 - Keith Schnarre	\$4,700.00	Yes	64-123106SS
Tri-State Construction	Public Works	Parts for Motorgrader	On-Going	12/18/2001	\$0.00	Yes	08-123102 (renewed through 12/31/06)
Vermeer Sales & Service	Public Works	Repair parts for Vermeer Wood Chipper	On-Going	2/21/03 - Karen Miller	On-going	Yes	31-123104 (renewed through 12/31/06)
West Group	Boone County Counselor	Online Legal Services	On-Going	1/9/2002	\$280.00	Yes	09-010902 (Renewed through 12/31/06)
Word-Tech Business Sys.	Assessor	Optika eMedia Upgrade and COLD software maintenance	On-Going	4/19/2001	\$5,527.50	Yes	01-043002 (renewed through 12/31/06)
World Wide Web & other state contracts	Information Technology	Computers & Peripherals	On-Going	11/15/2001	\$0.00	Yes 523-2001	04-123102 (Renewed through 12/31/06)
Blue: Last number used		Blue color signifies last number used.					

2007 SOLE SOURCE APPROVAL		Commission Order #					
Vender Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #
Abbott Point of Care	Sheriff's Department	I-STAT (Portable Biosensor Technology) Critical Blood Analysis	On-Going on Maintenance	11/9/06 - Skip Elkin	\$7,500.00	Yes	72-123106SS
ACC Alarm Communication Cener	Facilities Maintenance	Service Contract on alarm system for various locatons throughout the County. Covers maintenance and parts for existing equipment and upgrades as needed.	On-Going	1/24/02 - Karen Miller	\$1,680.00	Yes - C.O. 47-2003	11-123102 (renewed through 12/31/06)
Accutime Corporation	Public Works	Time Clock with Software	On-Going on Maintenance	4/18/02 - Karen Miller	\$2,150.00	Yes	20-071502 (renewed through 12/31/06)
Al Scheppers Motors, Inc	Public Works	International Engine and Body Parts	On-Going	12/18/2001 - Karen Miller	\$0.00	Yes	06-123102 (renewed through 12/31/06)
Bar G Ozark Inc.	Public Works	Auto/Heavy Truck Engine and Transmission Service and Repair for Specialized Evacuation and Flushing Equipment	On-Going	12/30/03 - Karen Miller	Term & Supply	Yes	30-123103 (Renewed through 12/31/06)
BIO-Key	Sheriff's Department	Maintenance on Mobile Data Terminals	On-Going	4/11/06 - Skip Elkin	\$9,448.20	Yes	63-123106SS
Boone Electric	Public Works	Relocation of power lines for construction projects	On-Going	7/6/06 - Keith Schnarre	\$38,000.00	Yes	69-123106SS
C&C Group (used to be Invensys Building Ssystems)	Facilities Maintenance	Temperature control system Service Agreement for HVAC located at the Boone County Court House to monitor existing Invensys's equipment.	On-Going	4/18/02 - Karen Miller	\$4,327.00	Yes	18-123102 (renewed through 12/31/06)
CarteGraph	Public Works	Upgrade to existing PW software	One-time on initial purchase and on-going on maintenance	1/23/02 - Karen Miller	\$21,210.00	Yes	12-123102 (renewed through 12/31/06)

Vender Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #
Centurytel	Joint Communication	E-911 CML Sentinel software upgrade - to upgrade existing equipment to make surrent with new updates	10/31/2006	4/19/06 - Skip Elkin	\$18,067.50	Yes	65-123106SS
Centurytel	Purchasing Dept	Local Telephone Service	On-Going	11/21/2001	\$0.00	Yes - 526-2001	05-083103
City of Columbia	Non-Departmental (Auditor)	Parking @ Armory & Washbash	On-Going	1/14/2002	\$0.00	Yes - C.O. 47-2003	10-123102 (renewed through 12/31/06)
City of Columbia Water and Light	Information Technology	Fiber Optic Cable Installation and Lease	On-going	12/20/04 - Skip Elkin	\$14,731.50 (Purchase) \$1,949/month on-going	Yes	51-123105 (renewed through 12/31/06)
Cooke Sales and Service Company	Public Works	Tiger Boom Mower and JCB Parts	On-Going	2/22/05 - Keith Schnarre	Term & Supply	Yes	57-123105 (renewed through 12/31/06)
Corsair Controls	Sheriff's Department	PLC Processor - Jail Locking System	On-Going	8/1/06 - Skip Elkin	\$7,642.78	Yes	70-123106SS
Crown Power & Equipment Company	Public Works	OEM Parts for Case Backhoes and Wheel Loaders	On-Going	10/1/02 - Skip Elkin	Term & Supply	Yes	27-123102 (renewed through 12/31/06)
Cybernetics	Information Technology	LTO Tape Library	On-Going on Maintenance	12/8/04 - Skip Elkin	\$7,295.00	Yes	50-123104 (renewed through 12/31/06)
Cybernetics	Information Technology	Virtual Tape Disk Backup (D2D2T)	On-Going on Maintenance	1/28/05 - Karen Miller	\$18,285, then \$1,935 for maintenance after 2 yrs.	Yes	55-123105 (renewed through 12/31/06)
Cybernetics	Information Technology	miSAN (Storage Area Network)	On-Going on Maintenance	3/18/05 - Karen Miller	\$36,035 hardware; \$6,400 pre-paid 2- yr main upgrade; \$7,980 main/yr	Yes	58-123105 (renewed through 12/31/06)
Ed Roehr	Sheriff's Department	Taser Units and Cartridges	On-Going - but review yearly for new competition	1/13/05 - Skip Elkin	Units: \$21,000; Cartridges: \$6,990	Yes	54-123105 (renewed through 12/31/06)

Vender Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #
Election Systems & Software, Inc.	Clerk	Election Ballot Stock	On-Going	Don Stamper - 5/7/02	\$.09/sheet - varies by election - over \$10,000	Yes	21-123102 (renewed through 12/31/06)
ESRI - Kansas City	Assessor	ESRI Software for GIS System	On-Going	State Contract #C202051001 for maintenance -exp. 2/29/04	9128.37(purchase) \$4,900 (maintenance)	Original purchase from State Contract C800664001	19-123102 (renewed through 12/31/06)
Garon Marketing	Sheriff's Department	Intoximeter FST Portable Breath Testing Device	On-Going	4/20/06 - Skip Elkin	\$4,500.00	Yes	67-123106SS
GW Van Keppel	Public Works	Repair and parts for Chip/Seal Spreader and oil distributor	On-Going	12/18/2001	\$0.00	Yes	07-123102 (renewed through 12/31/06)
Hallsville Market and Deli (Jump Oil)	Public Works	Diesel Fuel in northern Boone County	On-Going	Karen Miller - 10/24/02	Term & Supply	Yes	28-123103 (Renewed through 12/31/06)
Information Technologies, Inc.	Court Administration	Software support for Public Safety Software Series in Court Marshal's office.	On-Going	4/29/05 - Skip Elkin	\$850.00	Yes	60-123105 (renewed through 12/31/06)
Innerface Sign Systems, Inc.	13th Judicial Circuit Court	Signage for Boone County Courthouse	On-Going	12/5/03 - Skip Elkin	\$775.00	Yes	42-123104 (renewed through 12/31/06)
Integrated Solutions Group	Information Technology	Network Core Switch	On-Going	11/14/03 - Skip Elkin	\$31,666.97	Yes	40-123103 (Renewed through 12/31/06)
Integrated Solutions Group	Information Technology	Network Security Hardware and Software Maintenance	On-Going	11/14/03 - Skip Elkin	\$5,663.19	Yes	41-123103 (Renewed through 12/31/06)
Integrated Solutions Group	Information Technology	Hardware/Software maintenance for the router connecting fiber optic cable to our network for Public Works location	On-Going	12/20/04 - Skip Elkin	\$7,655 + \$288/year maintenance	Yes	53-123105 (renewed through 12/31/06)

Vender Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #
Integrated Solutions Group	Information Technology	Fiber Optic Equipment Routers	On-Going on Maintenance	Skip Elkin - 4/8/04	\$10,315.44	Yes	46-123104 (renewed through 12/31/06)
iTera	Information Technology	GuardianSave Software - AS400 Backup Software	On-Going on Maintenance	10/21/05 - Karen Miller	\$9,000 and \$1,800 on maintenance	No	61-123105 (renewed through 12/31/06)
I/TX Information Technology Solutions, Inc.	Information Technology	SI-3000 System - (Mugshot) Software Maintenance Agreement	On-Going	11/21/02 - Don Stamper - Commission Order 489-2002	\$6,700.00	Yes - CO 489-2002	29-123103 (Renewed through 12/31/06)
I/TX Information Technology Solutions, Inc.	Information Technology / Sheriff Department	SE-3000 Pro Enterprise Manager Module (add-on capability to our existing program)	On-Going on Maintenance or to add additional Users	8/21/06 - Skip Elkin	\$10,050.00	Yes	71-123106SS
Knapheide Truck Equipment Company	Public Works	Hydraulic Parts and Repairs for Heavy Trucks	On-Going	2/5/02 - Karen Miller	Term & Supply	Yes	13-123102 (renewed through 12/31/06)
Midwest Mailing Service	Information Technology	Mail Processing	On-Going	6/16/06 - Karen Miller	\$6,207.00	Yes	68-123106SS
National Institute for Truth Verification (NITV)	Sheriff's Department	Computerized Voice Stress Analyzer including training and certification for four operators	On-Going on Training	8/25/04 - Skip Elkin	\$10,760 equipment & \$4,320 training and certification for four operators	Yes	47-123104 (renewed through 12/31/06)
Novell MLA - World Wide Technology	Information Technology	Software Upgrade Assurance and Maintenance	On-Going	4/18/01 - Karen Miller	\$14,395 & \$14,540.60	State Contract C800664001	02-073102 (Renewed through 12/31/06)
Simplex/Grinnell	Facilities Maintenance	Life Safety Service Agreement for alarms at jail. (Has Contract that needs to be signed by Commission); \$9,057 in 2006; \$11,897 through 10/16/07	On-Going	3/11/02 - Karen Miller	\$9,057.00	Yes - agreement w/vendor terms & conditions - C.O. 47 2003	16-123102 (renewed through 12/31/06)
Snap-On Diagnostics	Public Works	Upgrade to existing software for Snap-On Shop Keys Diagnostics	On-Going	3/15/02 - Karen Miller	\$2,905.00	Yes - C.O. 47-2003	17-123102 (renewed through 12/31/06)
Stenograph, LLC	Court Administration	Software Support of Stenograph software for court reporter steno machines	On-Going	3/24/05 - Skip Elkin	\$475/machine, 3 machines for a total of \$1,425	Yes	59-123105 (Renewed through 12/31/06)

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned


Term. 20 07

In the County Commission of said county, on the 16th day of January 20 07


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

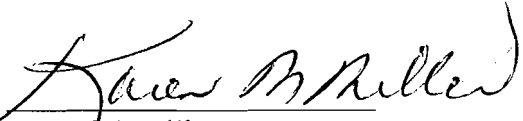
Now on this day the County Commission of the County of Boone does hereby award bid 88-12DEC06 Law Enforcement Uniforms Term and Supply to Red the Uniform Tailor. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

Done this 16th day of January, 2007.


Ken Pearson
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT
FOR
LAW ENFORCEMENT UNIFORMS TERM AND SUPPLY**

THIS AGREEMENT dated the 16 day of January 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Red the Uniform Tailor, 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 **Law Enforcement Uniforms Term and Supply**, County of Boone Request for Bid, bid number **88-12DEC06**, 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 6, 2006 and executed by Patricia Klein, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, 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 date of award and extend through December 31, 2007 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to in section 4.13., 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. Delivery - Contractor agrees to deliver products per the bid specifications and within 30 to 45 days after receipt of an order.

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

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

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

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

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

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

Red the Uniform Tailor, Inc.

by Patricia Klein
 title Chief Operating Officer
 address 475 Oberlin Avenue South
Lakewood, NJ 08701-6904

BOONE COUNTY, MISSOURI

by: Boone County Commission
Kenneth Pearson
 Kenneth Pearson, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
 County Counselor

ATTEST:

Wendy S. Noren
 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

1251/2901-23300 Term/Supply

No Encumbrance Required KF 1/10/2007
 Signature Date Appropriation Account

4. Response Form

4.1. Company Name: Red the Uniform Tailor, Inc.

4.2. Address: 475 Oberlin Ave S.

4.3. City/Zip: Lakewood, NJ 08701

4.4. Phone Number: 800-272-7337

4.5. Fax Number: 800-701-5021

4.6. E-Mail Address: randy.battle@rtut.com

4.7. Federal Tax ID: 22 214 3664

- 4.7.1. Corporation
- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____
- Other (Specify) _____

4.8. Delivery After Receipt of Order: 30-45 days

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 all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.9.1. Authorized Representative (Sign By Hand): Patricia Klein Date: 12/6/06

4.9.2. Print Name and Title of Authorized Representative Patricia Klein - C.O.O. Date: 12/6/06

4.10. 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

4.11. Maximum Percentage Increase for 10 % 2nd Year 8 % 3rd Year

4.12. Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number and the due date and time.

* Bid on specified items; therefore, no fabric swatch samples were sent.

PRICING-NO SUBSTITUTIONS WILL BE ALLOWED UNLESS NOTED

Item	Unit Price	Qty	Extended Price
4.13. CLOTHING			
4.13.1. Long Sleeve Shirts-Elbeco Duty Plus , Material content to be 65% dacron polyester and 35% rayon, 10 ounce one ply tropical weave. Must furnish shirts in full and half sizes (e.g. 17 and 17 ½). <ul style="list-style-type: none"> • Color Silver Tan • 2 front & 3 back permanent military creases • Front of shirt with center facing 1 ½" wide from collar to bottom of shirt. • 6 center vertical buttons, button side shall be lined • 2 breast pockets with mitered corners, 5 5/8" to 6" long with box stitching on top and bottom • Left pocket shall have a pencil opening. • Badge tab to be included and reinforced on inside of shirt. • Shoulder straps pointed at the end toward the neck fastened with one button. The shoulder end sewn into the sleeve head seam. • Patches and chevrons to be attached by successful vendor. • Fabric sample MUST be attached. • NO SUBSTITUTIONS ALLOWED 	<p>MEN'S SIZES</p> <p>\$ <u>41.85</u></p> <p>WOMEN'S SIZES</p> <p>\$ <u>41.85</u></p> <p>STANDARD OVERSIZE CHARGE. COST PER INCREMENTAL SIZE OVER XXL</p> <p>\$ <u>47.85</u></p>	<p>60</p> <p>20</p>	<p>\$ <u>2,511.00</u></p> <p>\$ <u>837.00</u></p>
4.13.2. Short Sleeve Shirts-Elbeco Duty Plus , Material content to be 65% dacron polyester and 35% rayon, 10 ounce one ply tropical weave. Must furnish shirts in full and half sizes (e.g. 17 and 17 ½). <ul style="list-style-type: none"> • Color Silver Tan • 2 front & 3 back permanent military creases • Front of shirt with center facing 1 ½" wide from collar to bottom of shirt. • 6 center vertical buttons, button side shall be lined • 2 breast pockets with mitered corners, 5 5/8" to 6" long with box stitching on top and bottom • Left pocket shall have a pencil opening. • Badge tab to be included and reinforced on inside of shirt. • Shoulder straps pointed at the end toward the neck fastened with one button. The shoulder end sewn into the sleeve head seam. • Patches and chevrons to be attached by successful vendor. • Fabric sample MUST be attached. • NO SUBSTITUTIONS ALLOWED 	<p>MEN'S SIZES</p> <p>\$ <u>37.75</u></p> <p>WOMEN'S SIZES</p> <p>\$ <u>37.75</u></p> <p>STANDARD OVERSIZE CHARGE. COST PER INCREMENTAL SIZE OVER XXL</p> <p>\$ <u>42.75</u></p>	<p>60</p> <p>20</p>	<p>\$ <u>2,265.00</u></p> <p>\$ <u>755.00</u></p>

4.13.3.	Clip on Ties <ul style="list-style-type: none"> • Color-Brown • 2 Lengths-18 inches and 22 inches • Button hole feature to hold tie in place • Tie width at widest point shall be 3" 	REGULAR SIZE \$ <u>4.50</u> EXTRA LONG \$ <u>5.50</u>	80 20	\$ <u>300.00</u> \$
4.13.4.	Regulation Elbeco ELB 8601 Turtleneck Shirt- Pullover type mock turtleneck with side seams, full neck heights, and long sleeves. <ul style="list-style-type: none"> • Color-Dark Brown • Must be pre-shrunk 100% combed-cotton jersey knit 7.25 ounce • Neck and cuffs Lycra Spandex • Body material to 1 x 1 jersey knit consisting of 100% combed cotton. • Body, collar, and neck material shall be properly finished to resist pilling. • Sleeves to be set-in type with rib knit cuffs. • All stitches, seams, and stitching shall conform to FED-STD-751. • Fabric sample MUST be attached. • NO SUBSTITUTIONS ALLOWED 	\$ <u>42.00</u> STANDARD OVERSIZE CHARGE. COST PER INCREMENTAL SIZE OVER XXL \$ <u>46.00</u>	90	\$ <u>3,780.00</u>
4.13.5.	Trousers Made to Measure (Male/Female) - Battle Uniform Made to measure <ul style="list-style-type: none"> • Snug-tex waistband. • 55% Dacron polyester and 45% wool blend 16 ½ oz. • Modified Military Dress cut from up to date men's trouser patterns. Plain front. 2 inch waistband to be finished in an open manner for ease in alteration. No raw edges or serging on curtain edges and finish with a min. 2 ½ inch outlet. • Heavy duty zipper with memory lick. French fly to be separate pieces finishing 2 ¼" x 2 ¾" including button hole. • 4 pockets – 2- ¼ top pockets and 2-hip pockets with a button on left hip pocket. • 7 Keystone belt loops. Each loop to be 1 ½" wide x 2" long. • 1/8" gold striping sewn into the outer seam of pant running from bottom of front pocket down with no visible stitches. A top stitched strip will not be acceptable. • Color-Brown • Vendor must come to department and measure officers. • NO SUBSTITUTIONS ALLOWED 	MEN'S SIZES \$ <u>87.00</u> WOMEN'S SIZES \$ <u>87.00</u> STANDARD OVERSIZE CHARGE. COST PER INCREMENTAL SIZE OVER XXL \$ <u>87.00</u>	109	\$ <u>9,483.00</u>

4.13.6.	Weather-Tech and Waterproof Duty Jacket I. Spiewax Style #1775 or Better. <ul style="list-style-type: none"> • Waist length with split waistband to allow for side vent zippers, a 2 way zipper under a double fly front. • Permanent epaulets and 2 inverted pleated pockets. • Sleeves shall be 3 pieces to form a box armhole. • Shell shall be waterproof and breathable. • Liner shall be fully removable with a non-piling fleece body with nylon sleeves. • Liner shall attach with 2 front zippers and snaps at the neck and cuffs. • Shell fabric shall be treated with Teflon rain and stain finish. • Department supplied emblems (patches) to be attached (sewn on sleeve shoulders) by successful vendor • Fabric sample MUST be attached. 	<p>\$ <u>NO Bid</u></p> <p>STANDARD OVERSIZE CHARGE. COST PER INCREMENTAL SIZE OVER XXL</p> <p>\$ <u>NO Bid</u></p>	20	\$ <u>NO Bid</u>
4.13.7.	Correction Officer Short Field Jacket to be Summit Duty Jacket. <ul style="list-style-type: none"> • Windproof and Waterproof. • 360 degree Telescopic Sleeve System provides full arm extension and action without sleeve or body "pull up." • Genuine leather-trimmed adjustable cuffs with convertible Scotchlite reflective trim. • Fully machine washable. • Hidden sleeve access zipper for emblem attachment. • 26" waist length styling. • Zip-out full liner with Thinsulate Insulation, bi-swing for warmth without bulk and freedom of movement. • Double storm front with concealed snaps and two-way Delrin zipper for added protection. • Detachable military-style epaulets. • Multiple inner pockets for additional security storage. • Snap attachment holds liner sleeves in place. • Separate elastic shirred waistband. • Size range X-small to 3X Large. • Department supplied emblems (patches) to be attached (sewn on sleeve shoulders) by successful vendor • Fabric sample MUST be attached. • NO SUBSTITUTIONS ALLOWED 	<p>\$ <u>198⁰⁰</u></p> <p>STANDARD OVERSIZE CHARGE. COST PER INCREMENTAL SIZE OVER XXL</p> <p>\$ <u>217.80</u></p>	20	\$ <u>3,960.00</u>
4.13.8.	Stratton Winter Felt Uniform Hat <ul style="list-style-type: none"> • Construction must be equal to or better than the Stratton S68 Special also listed as the F-40 Campaign Style Felt Hat. • 2 piece behind the head strap and 1 piece around the top leather swivel hat strap to be included with each. • Color Brown – for both hat and leather 	<p>\$ <u>98.00</u></p>	20	\$ <u>1,960.00</u>

4.13.9.	Stratton Summer Straw Uniform Hat <ul style="list-style-type: none"> Construction must be equal to or better than the Stratton S-40DB hat also known as the Campaign Style or Montana Peak Summer Straw Hat. 2 piece behind the head strap and 1 piece around the top leather swivel hat strap to be included with each. Color Brown – for both hat and leather 	\$ <u>65.75</u>	20	\$ <u>1,315.00</u>
4.13.10.	Reversible Raincoat – Pro-Tuff RW167 <ul style="list-style-type: none"> Construction must be the Pro-Tuff RW167. Features include a brass zipper, storm flap on both sides, badge eyelets and splash pockets. Color black/orange NO SUBSTITUTIONS ALLOWED 	\$ <u>NO Bid</u> STANDARD OVERSIZE CHARGE. COST PER INCREMENTAL SIZE OVER XXL \$ <u>NO Bid</u>	20	\$ <u>NO Bid</u>
4.13.11.	Trouser: Elbeco E615 – No substitutions Sizes - 28-44	\$ <u>52.70</u>	10	\$ <u>527.00</u>
4.13.12.	Trouser: Elbeco E615 – No substitutions Sizes – 44-50	\$ <u>57.00</u>	10	\$ <u>570.00</u>
4.13.13.	Trouser: Elbeco E615 – No substitutions Sizes – 52-54	\$ <u>62.00</u>	10	\$ <u>620.00</u>
4.13.14.	Boots: Danner Acadia 8" Men's/Women's 200 grain Thinsulate, waterproof GORE-TEX <ul style="list-style-type: none"> No steel toe Color-Black NO SUBSTITUTIONS ALLOWED Vendor must come to department and measure officers. 	\$ <u>210.00</u>		
4.13.15.	Boots: Danner Acadia 8" Men's/Women's, waterproof GORE-TEX <ul style="list-style-type: none"> No steel toe Uninsulated Color-Black NO SUBSTITUTIONS ALLOWED Vendor must come to department and measure officers. 	\$ <u>198.00</u>		
4.13.16.	Boots: Magnum Midnite Men's/Women's (HIT-8200 and HIT-8201) <ul style="list-style-type: none"> Color-Black NO SUBSTITUTIONS ALLOWED Vendor must come to department and measure officers. 	\$ <u>65.00</u>		
4.13.17.	Boots: Magnum Midnite Side Zip (HIT 8202) <ul style="list-style-type: none"> Color-Black NO SUBSTITUTIONS ALLOWED Vendor must come to department and measure officers. 	\$ <u>69.00</u>		

4.13.18.	Shoes: Magnum Duty Lite (HIT-8208) <ul style="list-style-type: none"> • Color-Black • NO SUBSTITUTIONS ALLOWED • Vendor must come to department and measure officers. 	\$ <u>No Bid</u>		
4.13.19.	Boots: Rocky Eliminator 22 Men's/Women's, waterproof GORE-TEX (RKY-8032 & RKY-4044), 400 grams Thinsulate Insulation <ul style="list-style-type: none"> • Color-Black • NO SUBSTITUTIONS ALLOWED • Vendor must come to department and measure officers. 	8032. \$ <u>134.00</u> 4044- \$ <u>123.00</u>		
4.13.20.	Boots: Rocky FirstMed Men's 8" Lace Up (RKY-911181) <ul style="list-style-type: none"> • Color-Black • NO SUBSTITUTIONS ALLOWED • Vendor must come to department and measure officers. 	\$ <u>102.80</u>		
4.13.21.	Boots: Rocky FirstMed Women's 8" (RKY-911280) <ul style="list-style-type: none"> • Color-Black • NO SUBSTITUTIONS ALLOWED • Vendor must come to department and measure officers. 	\$ <u>131.00</u>		



Request for Bid (Bid)

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

Heather Turner, CPPB, Senior Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
Email: hturner@boonecountymo.org

Bid Data

Bid Number: **88-12DEC06**
Commodity Title: **Law Enforcement Uniforms Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, DECEMBER 12, 2006**
Time: **10:30 A.M.** (Bids received after this time will be returned unopened)
Location / Mail Address: Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201

Directions: The Johnson Building is located on the Northeast corner at 6th St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **TUESDAY, DECEMBER 12, 2006**
Time: **10:30 A.M.**
Location / Address: Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201

Bid Contents

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

1. Introduction and General Conditions of Bidding

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

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of **Law Enforcement Uniforms** to the Boone County Sheriff’s Department on an *as needed* basis as detailed in the following specifications.
- 2.1.1. The County reserves the right to award to one or multiple respondents. The County reserves the right to award on an ‘all or none’ basis or by ‘group’. The County realizes awarding on a ‘group’ basis may be impossible for some or all groups. Price compared to convenience of one vendor per group will be evaluated and award shall be based on the best value to the County. Vendors are encouraged to bid on those items they can provide and are not required to bid on all items requested.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from **January 1, 2007 through December 31, 2007**. This contract is subject to **renew annually for two (2) additional one (1) year periods** following expiration of the first contract period.
- 2.2.1. The unit prices 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.
- 2.2.2. 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.
- 2.3. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.4. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.5. **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.
- 2.5.1. 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.
- 2.6. **QUANTITY** – All orders shall be placed based upon need. The County reserves the right to deviate from the estimated quantities listed on the Response Form.
- 2.7. **ADDITIONAL INSTRUCTIONS AND CONDITIONS**
- 2.7.1. **Samples:** A sample of all materials for shirts, trousers, and jackets must be submitted with the bid along with pictures/descriptive literature of all items covered by this bid. Samples of specific uniform items may be requested before final award is made. Failure to include samples could cause a bid to be considered non-responsive and not considered for award. 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. A request for the return of samples must be made within ten days following bid opening. Each individual sample must be labeled with the bidder’s name and manufacturer’s brand name and number.
- 2.7.2. Prior to delivery, all items must be labeled with the officer’s name, size, and date of purchase with indelible ink that will remain and not wash out during the life of the garment.
- 2.7.3. Bidder(s) requesting substitute products wherever a specific manufacturer or model number is

referenced must provide certification that the item submitted meets or exceeds the minimum specifications. Submission of technical product information with bid response is required. Substitutions are not allowed when noted in Section four of this request.

- 2.7.4. Uniforms should be guaranteed for one year against fraying, loose stitching and tearing under normal day to day use.
- 2.7.5. Evaluation of uniforms will be based upon fabric grades, fabric quality, stitching, general construction, cost and delivery.
- 2.8. **DELIVERY** – Delivery shall be made FOB Destination, inside delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.8.1. **Delivery Address** – All requested items shall be delivered to the Boone County Sheriff's Department, 2121 County Drive, Columbia, MO 65202.
- 2.8.2. **Delivery Time:** All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., local time Monday through Friday, excluding county holidays.
- 2.9. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Sheriff's Department, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202. Payment will be made within 30 days from receipt of an accurate **monthly statement**.
- 2.10. **NON-EXCLUSIVITY** - The County reserves the right to obtain "like or similar" products of this or other manufacturers, exclusive of this contract, when use of such products is deemed to be in the best interest of the County.
- 2.11. **DESIGNEE** – Boone County Sheriff's Department
- 2.11.1. **Bid Clarification** – Heather Turner, CPPB, Senior Buyer, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone: (573) 886-4392; Facsimile (573) 886-4390 or email: hturner@boonecountymo.org.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the proposal number and the due date and time.**
 - 3.2.2. **Advice of Award** - If you wish to be advised of the outcome of this Bid, enclose with your Response a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to awarded Bidder.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
 - 3.5.3. **Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. 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) _____

4.8. Delivery After Receipt of Order: _____

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 all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order.** By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.9.1. Authorized Representative (Sign By Hand): _____

Date: _____

4.9.2. Print Name and Title of Authorized Representative _____

Date: _____

4.10. 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

4.11. Maximum Percentage Increase for _____ % 2nd Year _____ % 3rd Year

4.12. **Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number and the due date and time.**

PRICING-NO SUBSTITUTIONS WILL BE ALLOWED UNLESS NOTED

Item	Unit Price	Qty	Extended Price
4.13.	CLOTHING		
4.13.1.	<p>Long Sleeve Shirts-Elbeco Duty Plus, Material content to be 65% dacron polyester and 35% rayon, 10 ounce one ply tropical weave. Must furnish shirts in full and half sizes (e.g. 17 and 17 ½).</p> <ul style="list-style-type: none"> • Color Silver Tan • 2 front & 3 back permanent military creases • Front of shirt with center facing 1 ½" wide from collar to bottom of shirt. • 6 center vertical buttons, button side shall be lined • 2 breast pockets with mitered corners, 5 5/8" to 6" long with box stitching on top and bottom • Left pocket shall have a pencil opening. • Badge tab to be included and reinforced on inside of shirt. • Shoulder straps pointed at the end toward the neck fastened with one button. The shoulder end sewn into the sleeve head seam. • Patches and chevrons to be attached by successful vendor. • Fabric sample MUST be attached. • NO SUBSTITUTIONS ALLOWED 	<p>MEN'S SIZES</p> <p>\$ _____</p> <p>WOMEN'S SIZES</p> <p>\$ _____</p> <p>STANDARD OVERSIZE CHARGE. COST PER INCREMENTAL SIZE OVER XXL</p> <p>\$ _____</p>	<p>60</p> <p>\$ _____</p> <p>20</p> <p>\$ _____</p>
4.13.2.	<p>Short Sleeve Shirts-Elbeco Duty Plus, Material content to be 65% dacron polyester and 35% rayon, 10 ounce one ply tropical weave. Must furnish shirts in full and half sizes (e.g. 17 and 17 ½).</p> <ul style="list-style-type: none"> • Color Silver Tan • 2 front & 3 back permanent military creases • Front of shirt with center facing 1 ½" wide from collar to bottom of shirt. • 6 center vertical buttons, button side shall be lined • 2 breast pockets with mitered corners, 5 5/8" to 6" long with box stitching on top and bottom • Left pocket shall have a pencil opening. • Badge tab to be included and reinforced on inside of shirt. • Shoulder straps pointed at the end toward the neck fastened with one button. The shoulder end sewn into the sleeve head seam. • Patches and chevrons to be attached by successful vendor. • Fabric sample MUST be attached. • NO SUBSTITUTIONS ALLOWED 	<p>MEN'S SIZES</p> <p>\$ _____</p> <p>WOMEN'S SIZES</p> <p>\$ _____</p> <p>STANDARD OVERSIZE CHARGE. COST PER INCREMENTAL SIZE OVER XXL</p> <p>\$ _____</p>	<p>60</p> <p>\$ _____</p> <p>20</p> <p>\$ _____</p>

4.13.3.	Clip on Ties <ul style="list-style-type: none"> • Color-Brown • 2 Lengths-18 inches and 22 inches • Button hole feature to hold tie in place • Tie width at widest point shall be 3" 	REGULAR SIZE \$ _____ EXTRA LONG \$ _____	80 20	\$ _____ \$ _____
4.13.4.	Regulation Elbeco ELB 8601 Turtleneck Shirt- Pullover type mock turtleneck with side seams, full neck heights, and long sleeves. <ul style="list-style-type: none"> • Color-Dark Brown • Must be pre-shrunk 100% combed-cotton jersey knit 7.25 ounce • Neck and cuffs Lycra Spandex • Body material to 1 x 1 jersey knit consisting of 100% combed cotton. • Body, collar, and neck material shall be properly finished to resist pilling. • Sleeves to be set-in type with rib knit cuffs. • All stitches, seams, and stitching shall conform to FED-STD-751. • Fabric sample MUST be attached. • NO SUBSTITUTIONS ALLOWED 	\$ _____ STANDARD OVERSIZE CHARGE. COST PER INCREMENTAL SIZE OVER XXL \$ _____	90	\$ _____
4.13.5.	Trousers Made to Measure (Male/Female) - Battle Uniform Made to measure <ul style="list-style-type: none"> • Snug-tex waistband. • 55% Dacron polyester and 45% wool blend 16 ½ oz. • Modified Military Dress cut from up to date men's trouser patterns. Plain front. 2 inch waistband to be finished in an open manner for ease in alteration. No raw edges or serging on curtain edges and finish with a min. 2 ½ inch outlet. • Heavy duty zipper with memory lick. French fly to be separate pieces finishing 2 ¼" x 2 ¾" including button hole. • 4 pockets – 2- ¼ top pockets and 2-hip pockets with a button on left hip pocket. • 7 Keystone belt loops. Each loop to be 1 ½" wide x 2" long. • 1/8" gold striping sewn into the outer seam of pant running from bottom of front pocket down with no visible stitches. A top stitched strip will not be acceptable. • Color-Brown • Vendor must come to department and measure officers. • NO SUBSTITUTIONS ALLOWED 	MEN'S SIZES \$ _____ WOMEN'S SIZES \$ _____ STANDARD OVERSIZE CHARGE. COST PER INCREMENTAL SIZE OVER XXL \$ _____	109	\$ _____

4.13.6.	Weather-Tech and Waterproof Duty Jacket I. Spiewax Style #1775 or Better. <ul style="list-style-type: none"> • Waist length with split waistband to allow for side vent zippers, a 2 way zipper under a double fly front. • Permanent epaulets and 2 inverted pleated pockets. • Sleeves shall be 3 pieces to form a box armhole. • Shell shall be waterproof and breathable. • Liner shall be fully removable with a non-piling fleece body with nylon sleeves. • Liner shall attach with 2 front zippers and snaps at the neck and cuffs. • Shell fabric shall be treated with Teflon rain and stain finish. • Department supplied emblems (patches) to be attached (sewn on sleeve shoulders) by successful vendor • Fabric sample MUST be attached. 	\$ _____ STANDARD OVERSIZE CHARGE. COST PER INCREMENTAL SIZE OVER XXL \$ _____	20	\$ _____
4.13.7.	Correction Officer Short Field Jacket to be Summit Duty Jacket. <ul style="list-style-type: none"> • Windproof and Waterproof. • 360 degree Telescopic Sleeve System provides full arm extension and action without sleeve or body "pull up." • Genuine leather-trimmed adjustable cuffs with convertible Scotchlite reflective trim. • Fully machine washable. • Hidden sleeve access zipper for emblem attachment. • 26" waist length styling. • Zip-out full liner with Thinsulate Insulation, bi-swing for warmth without bulk and freedom of movement. • Double storm front with concealed snaps and two-way Delrin zipper for added protection. • Detachable military-style epaulets. • Multiple inner pockets for additional security storage. • Snap attachment holds liner sleeves in place. • Separate elastic Shirred waistband. • Size range X-small to 3X Large. • Department supplied emblems (patches) to be attached (sewn on sleeve shoulders) by successful vendor • Fabric sample MUST be attached. • NO SUBSTITUTIONS ALLOWED 	\$ _____ STANDARD OVERSIZE CHARGE. COST PER INCREMENTAL SIZE OVER XXL \$ _____	20	\$ _____
4.13.8.	Stratton Winter Felt Uniform Hat <ul style="list-style-type: none"> • Construction must be equal to or better than the Stratton S68 Special also listed as the F-40 Campaign Style Felt Hat. • 2 piece behind the head strap and 1 piece around the top leather swivel hat strap to be included with each. • Color Brown – for both hat and leather 	\$ _____	20	\$ _____

4.13.9.	Stratton Summer Straw Uniform Hat <ul style="list-style-type: none"> Construction must be equal to or better than the Stratton S-40DB hat also known as the Campaign Style or Montana Peak Summer Straw Hat. 2 piece behind the head strap and 1 piece around the top leather swivel hat strap to be included with each. Color Brown – for both hat and leather 	\$ _____	20	\$ _____
4.13.10.	Reversible Raincoat – Pro-Tuff RW167 <ul style="list-style-type: none"> Construction must be the Pro-Tuff RW167. Features include a brass zipper, storm flap on both sides, badge eyelets and splash pockets. Color black/orange NO SUBSTITUTIONS ALLOWED 	\$ _____ STANDARD OVERSIZE CHARGE. COST PER INCREMENTAL SIZE OVER XXL \$ _____	20	\$ _____
4.13.11.	Trouser: Elbeco E615 – No substitutions Sizes - 28-44	\$ _____	10	\$ _____
4.13.12.	Trouser: Elbeco E615 – No substitutions Sizes – 44-50	\$ _____	10	\$ _____
4.13.13.	Trouser: Elbeco E615 – No substitutions Sizes – 52-54	\$ _____	10	\$ _____
4.13.14.	Boots: Danner Acadia 8” Men’s/Women’s 200 grain Thinsulate, waterproof GORE-TEX <ul style="list-style-type: none"> No steel toe Color-Black NO SUBSTITUTIONS ALLOWED Vendor must come to department and measure officers. 	\$ _____		
4.13.15.	Boots: Danner Acadia 8” Men’s/Women’s, waterproof GORE-TEX <ul style="list-style-type: none"> No steel toe Uninsulated Color-Black NO SUBSTITUTIONS ALLOWED Vendor must come to department and measure officers. 	\$ _____		
4.13.16.	Boots: Magnum Midnite Men’s/Women’s (HIT-8200 and HIT-8201) <ul style="list-style-type: none"> Color-Black NO SUBSTITUTIONS ALLOWED Vendor must come to department and measure officers. 	\$ _____		
4.13.17.	Boots: Magnum Midnite Side Zip (HIT 8202) <ul style="list-style-type: none"> Color-Black NO SUBSTITUTIONS ALLOWED Vendor must come to department and measure officers. 	\$ _____		

4.13.18.	Shoes: Magnum Duty Lite (HIT-8208) <ul style="list-style-type: none"> • Color-Black • NO SUBSTITUTIONS ALLOWED • Vendor must come to department and measure officers. 	\$ _____		
4.13.19.	Boots: Rocky Eliminator 22 Men's/Women's, waterproof GORE-TEX (RKY-8032 & RKY-4044), 400 grams Thinsulate Insulation <ul style="list-style-type: none"> • Color-Black • NO SUBSTITUTIONS ALLOWED • Vendor must come to department and measure officers. 	\$ _____		
4.13.20.	Boots: Rocky FirstMed Men's 8" Lace Up (RKY-911181) <ul style="list-style-type: none"> • Color-Black • NO SUBSTITUTIONS ALLOWED • Vendor must come to department and measure officers. 	\$ _____		
4.13.21.	Boots: Rocky FirstMed Women's 8" (RKY-911280) <ul style="list-style-type: none"> • Color-Black • NO SUBSTITUTIONS ALLOWED • Vendor must come to department and measure officers. 	\$ _____		



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

Standard Terms and Conditions

Heather Turner, CPPB, Senior Buyer
(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 shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



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

“No Bid” Response Form

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

“NO BID RESPONSE FORM”

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

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

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

Bid: 88-12DEC06 Law Enforcement Uniforms Term and 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 07


In the County Commission of said county, on the

16th day of January 20 07

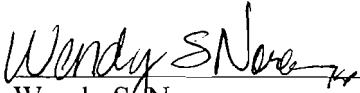
the following, among other proceedings, were had, viz:

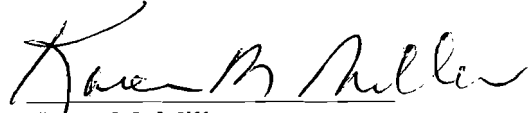
Now on this day the County Commission of the County of Boone does hereby approve the proposal for consultant services with Shafer, Kline & Warren, Inc. for the Meadowbrook West Subdivision – Drainage Improvements Project. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

Done this 16th day of January, 2007.


Ken Pearson
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 11 day of January, 2007, Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

Consultant Name: Shafer, Kline, & Warren, Inc.

Project/Work Description: Meadowbrook West Subdivision – Drainage Improvements

Proposal Description: See attached Request For Proposal issued by Shane Creech and Basic Services Summary issued by J. Kensey Russell

Modifications to Proposal: Fees and expenses shall not exceed lump sum amount of \$16,470.00 without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Public Works Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the general Consultant Services Agreement, the terms and conditions of the general agreement shall control unless the proposal approved herein specifically identifies a term or condition of the general Consultant Services Agreement that shall not be applicable.

SHAFER, KLINE, & WARREN

By [Signature] Title OFFICE MANAGER

Dated: 1-29-07

BOONE COUNTY, MISSOURI

By [Signature] Presiding Commissioner

Dated: 1/14/07

APPROVED AS TO FORM:

[Signature] County Attorney

ATTEST:

[Signature] Wendy S. Nore County Clerk

APPROVED:

[Signature] Director, Boone County Public Works

CERTIFICATION: I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract. [Signature] Auditor Date 1/14/07

BASIC SERVICES SUMMARY

Attached to and made a part of the Letter Agreement for Professional Services dated **November 22, 2006**, by and between **Boone County Public Works** and Shafer, Kline & Warren, Inc., in respect to the design on drainage improvements in Meadowbrook West Subdivision, the "Project" described therein.

SCOPE OF BASIC SERVICES

For the compensation outlined in the Letter of Agreement, SKW will perform the following professional services. Services not detailed within the Scope of Basic Services are specifically excluded from the scope of SKW's work and SKW assumes no responsibility to perform any services not specifically listed.

CONSTRUCTION PLANS - SCOPE OF WORK

The consultant shall provide the necessary services, including but not limited to:

1. Provide all necessary field survey of topography and land ownership information.
2. Obtain all required permits and approvals from the state and federal agencies.
3. Provide final construction plans and technical specifications necessary to bid and construct the project, including project quantities. The plans shall conform to all existing County utility agreements and the requirements set forth in the Boone County Roadway Regulations.
4. A design schedule showing all pertinent dates in the design process, including the estimated date to Purchasing, prior to the start of design work. This schedule will be updated and submitted to the County for review at the following intervals: 50%, 75%, and 95% complete plans.
5. Schedule and participate in a utility meeting with the County and all utility companies within the project limits. Consultant shall submit a 50% complete set of plans to all utility companies and the county at the utility meeting for review and comment. Consultant shall incorporate all necessary utility/County comments into the plan set.
6. Participate in an onsite field check and submit a 75% complete set of plans to the county for review and comment. This set should show and be accompanied by all legal descriptions and exhibits necessary to start the easement/right of way acquisition process. Consultant shall incorporate all comments into the plan set as necessary.

- 7. Schedule and participate in a public meeting involving all adjacent property owners. This public meeting should include a presentation by the consultant, all necessary exhibits to convey the intention of the project, and adequate staff to answer questions as necessary. This requirement may be waived at the discretion of the Public Works Director if deemed unnecessary.**
- 8. Submit a 95% complete set of plans to the county for review and participate in a review meeting, following submission, scheduled by the County. All comments discussed at this meeting will be incorporated into the plan set and the consultant will provide final plans for County review a minimum of two weeks prior to the scheduled date to Purchasing.**
- 9. Provide an engineer's estimate of probable construction costs with the submission of 50%, 75%, and 100% complete plans.**
- 10. Participate in the pre-bid meeting, respond to contractor questions, and develop any necessary addendums. During construction the consultant shall respond to contractor questions, as necessary, and help resolve any plan discrepancies.**

ADDITIONAL SERVICES

If agreed to by the client and SKW, we will provide Additional Services related to the Project. Additional Services are those not included as part of the Basic Scope of Services and shall be paid for by the Client in addition to payment for Basic Services, in accordance with SKW's prevailing fee schedule, in effect at the time that such services are rendered, or as otherwise agreed to by the client and SKW.

- 1. Construction staking.**
- 2. Construction observation.**
- 3. Staking of easements and/or improvements during the easement acquisition process.**

REQUEST FOR PROPOSAL--ENGINEERING SERVICES

Project Name: Meadowbrook West Subdivision - Drainage Improvements

The Boone County Public Works Department (BCPW) desires to select an engineering consultant for the purposes of developing construction plans and specifications for the above stated project. The BCPW invites Shafer, Kline, and Warren, Inc. to submit a proposal to provide design services for the future drainage improvement of this subdivision.

The primary scope of professional engineering services is to develop construction plans and specifications for the nine (9) areas studied in the Meadowbrook Subdivision, Spot Locations Stormwater Analysis prepared by Shafer, Kline, and Warren, Inc., dated September 2006. BCPW intends to have the project designed and constructed in 2007.

CONSTRUCTION PLANS - SCOPE OF WORK

The consultant shall provide the necessary services, including but not limited to:

1. Provide all necessary field survey of topography and land ownership information.
2. Obtain all required permits and approvals from the state and federal agencies.
3. Provide final construction plans and technical specifications necessary to bid and construct the project, including project quantities. The plans shall conform to all existing County utility agreements and the requirements set forth in the Boone County Roadway Regulations.
4. A design schedule showing all pertinent dates in the design process, including the estimated date to Purchasing, prior to the start of design work. This schedule will be updated and submitted to the County for review at the following intervals: 50%, 75%, and 95% complete plans.
5. Schedule and participate in a utility meeting with the County and all utility companies within the project limits. Consultant shall submit a 50% complete set of plans to all utility companies and the County at the utility meeting for review and comment. Consultant shall incorporate all necessary utility/County comments into the plan set.
6. Participate in an onsite field check and submit a 75% complete set of plans to the County for review and comment. This set should show and be accompanied by all legal descriptions and exhibits necessary to start the easement/right of way acquisition process. Consultant shall incorporate all comments into the plan set as necessary.
7. Schedule and participate in a public meeting involving all adjacent property owners. This public meeting should include a presentation by the consultant, all necessary exhibits to convey the intention of the project, and adequate staff to answer questions

as necessary. This requirement may be waived at the discretion of the Public Works Director if deemed unnecessary.

8. Submit a 95% complete set of plans to the County for review and participate in a review meeting, following submission, scheduled by the County. All comments discussed at this meeting will be incorporated into the plan set and the consultant will provide final plans for County review a minimum of two weeks prior to the scheduled date to Purchasing.
9. Provide an engineer's estimate of probable construction costs with the submission of 50%, 75%, and 100% complete plans.
10. Participate in the pre-bid meeting, respond to contractor questions, and develop any necessary addendums. During construction the consultant shall respond to contractor questions, as necessary, and help resolve any plan discrepancies. Design work associated with change orders, not related to plan discrepancies, shall be billed to the County as per the Consultants previously approved billing rates.

Questions regarding the contents of this Request for Proposal should be directed to:

Shane S. Creech, P.E.
Manager of Design and Construction
Boone County Public Works
(573) 449-8515
screech@boonecountymo.org

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 07


In the County Commission of said county, on the

16th day of January 20 07


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

Now on this day the County Commission of the County of Boone does hereby approve the proposal for consultant services with Shafer, Kline & Warren, Inc. for the Spiva Crossing – Engineering Services. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

Done this 16th day of January, 2007.


Ken Pearson
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 11 day of January, 2007, Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

Consultant Name: Shafer, Kline, & Warren, Inc.

Project/Work Description: Spiva Crossing – Engineering Services

Proposal Description: See attached Request for Proposal issued by Shane Creech and Summary of Basic Services issued by J. Kensey Russell to Shane Creech.

Modifications to Proposal: Fees and expenses shall not exceed \$24,930.00 without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Public Works Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the general Consultant Services Agreement, the terms and conditions of the general agreement shall control unless the proposal approved herein specifically identifies a term or condition of the general Consultant Services Agreement that shall not be applicable.

SHAFER, KLINE, & WARREN

By J. Kensey Russell
Title OFFICE MANAGER

Dated: 1-29-07

APPROVED AS TO FORM:

[Signature]
County Attorney

APPROVED:

[Signature]
Director, Boone County Public Works

BOONE COUNTY, MISSOURI

By [Signature]
Presiding Commissioner

Dated: 1/16/07

ATTEST:

[Signature]
County Clerk

CERTIFICATION:
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

[Signature]
Auditor
Date 2045-71102

BASIC SERVICES SUMMARY

Attached to and made a part of the Letter Agreement for Professional Services dated December 28, 2006, by and between Boone County Public Works and Shafer, Kline & Warren, Inc., in respect to the development construction plans and specifications for the improvements of two specific drainage structures along Spiva Crossing. The first structure is located approximately one mile east of Brown Station Road and is an existing 84-inch CMP. The second structure(s) is immediately west of the Spiva Crossing and Hague Road intersection and consists of an 84" CMP and a 36" CMP. Design services will also include the study and design of intersection improvements at Spiva Crossing and Hague Road to improve the roadway drainage in this area as the "Project" described therein.

SCOPE OF BASIC SERVICES

For the compensation outlined in the Letter of Agreement, SKW will perform the following professional services. Services not detailed within the Scope of Basic Services are specifically excluded from the scope of SKW's work and SKW assumes no responsibility to perform any services not specifically listed.

The consultant shall provide the necessary services, including but not limited to:

1. Provide all necessary field survey of topography and land ownership information.
2. Obtain all required permits and approvals from the state and federal agencies.
3. Provide final construction plans and technical specifications necessary to bid and construct the project by August 1, 2007, including project quantities. The plans shall conform to all existing County utility agreements and the requirements set forth in the Boone County Roadway Regulations.
4. A design schedule showing all pertinent dates in the design process, including the estimated date to Purchasing, prior to the start of design work. This schedule will be updated and submitted to the County for review at the following intervals: 50%, 75%, and 95% complete plans.
5. Schedule and participate in a utility meeting with the County and all utility companies within the project limits. Consultant shall submit a 50% complete set of plans to all utility companies and the County at the utility meeting for review and comment. Consultant shall incorporate all necessary utility\County comments into the plan set.

6. Participate in an onsite field check and submit a 75% complete set of plans to the County for review and comment. This set should show and be accompanied by all legal descriptions and exhibits necessary to start the easement/right of way acquisition process. Consultant shall incorporate all comments into the plan set as necessary.
7. Schedule and participate in a public meeting involving all adjacent property owners. This public meeting should include a presentation by the consultant, all necessary exhibits to convey the intention of the project, and adequate staff to answer questions as necessary. This requirement may be waived at the discretion of the Public Works Director if deemed necessary.
8. Submit a 95% complete set of plans to the County for review and participate in a review meeting, following submission, scheduled by the County. All comments discussed at this meeting will be incorporated into the plan set and the consultant will provide final plans for County review a minimum of two weeks prior to the scheduled date to Purchasing.
9. Provide an engineer's estimate of probable construction costs with the submission of 50%, 75%, and 100% complete plans.
10. Participate in the pre-bid meeting, respond to contractor questions, and develop any necessary addendums. During construction the consultant shall respond to contractor questions, as necessary, and help resolve any plan discrepancies. Design work associated with change orders, not related to plan discrepancies, shall be billed to the County as per the consultants previously approved billing rates.

ADDITIONAL SERVICES

If agreed to by the client and SKW, we will provide Additional Services related to the Project. Additional Services are those not included as part of the Basic Scope of Services and shall be paid for by the Client in addition to payment for Basic Services, in accordance with SKW's prevailing fee schedule, in effect at the time that such services are rendered, or as otherwise agreed to by the client and SKW.

REQUEST FOR PROPOSAL--ENGINEERING SERVICES

Project Name: Spiva Crossing Drainage Improvements

The Boone County Public Works Department (BCPW) desires to select an engineering consultant for the purposes of developing construction plans and specifications for the above stated project. The BCPW invites Shafer, Kline, and Warren, Inc. to submit a proposal to provide design services for the future drainage improvement of this roadway. If interested a site visit may be scheduled with BCPW prior to submission of a proposal.

The primary scope of professional engineering services is to develop construction plans and specifications for the improvement of two specific drainage structures along Spiva Crossing. Spiva Crossing is located between Brown Station Road and Phillipe Road. The first structure is located approximately one mile east of Brown Station Road and is an existing 84-inch CMP. The second structure(s) is immediately west of the Spiva Crossing and Hague Road intersection and consists of an 84" CMP and a 36" CMP . Design services should also include the study and design of intersection improvements at Spiva Crossing and Hague Road to improve the roadway drainage in this area. BCPW intends to chip and seal Spiva Crossing in 2007, therefore design services must be completed by April 1, 2007.

CONSTRUCTION PLANS - SCOPE OF WORK

The consultant shall provide the necessary services, including but not limited to:

1. Provide all necessary field survey of topography and land ownership information.
2. Obtain all required permits and approvals from the state and federal agencies.
3. Provide final construction plans and technical specifications necessary to bid and construct the project by August 1, 2007, including project quantities. The plans shall conform to all existing County utility agreements and the requirements set forth in the Boone County Roadway Regulations.
4. A design schedule showing all pertinent dates in the design process, including the estimated date to Purchasing, prior to the start of design work. This schedule will be updated and submitted to the County for review at the following intervals: 50%, 75%, and 95% complete plans.
5. Schedule and participate in a utility meeting with the County and all utility companies within the project limits. Consultant shall submit a 50% complete set of plans to all utility companies and the County at the utility meeting for review and comment. Consultant shall incorporate all necessary utility/County comments into the plan set.
6. Participate in an onsite field check and submit a 75% complete set of plans to the County for review and comment. This set should show and be accompanied by all

legal descriptions and exhibits necessary to start the easement/right of way acquisition process. Consultant shall incorporate all comments into the plan set as necessary.

7. Schedule and participate in a public meeting involving all adjacent property owners. This public meeting should include a presentation by the consultant, all necessary exhibits to convey the intention of the project, and adequate staff to answer questions as necessary. This requirement may be waived at the discretion of the Public Works Director if deemed unnecessary.
8. Submit a 95% complete set of plans to the County for review and participate in a review meeting, following submission, scheduled by the County. All comments discussed at this meeting will be incorporated into the plan set and the consultant will provide final plans for County review a minimum of two weeks prior to the scheduled date to Purchasing.
9. Provide an engineer's estimate of probable construction costs with the submission of 50%, 75%, and 100% complete plans.
10. Participate in the pre-bid meeting, respond to contractor questions, and develop any necessary addendums. During construction the consultant shall respond to contractor questions, as necessary, and help resolve any plan discrepancies. Design work associated with change orders, not related to plan discrepancies, shall be billed to the County as per the Consultants previously approved billing rates.

Questions regarding the contents of this Request for Proposal should be directed to:

Shane S. Creech, P.E.
Manager of Design and Construction
Boone County Public Works
(573) 449-8515
screech@boonecountymo.org

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 07

In the County Commission of said county, on the

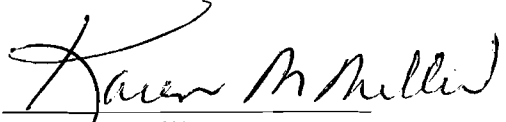
16th day of January 20 07


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

Now on this day the County Commission of the County of Boone does hereby approve the agreement with Trabue, Hansen, & Hinshaw for the Jail Parking Lot Design. It is further ordered the Presiding Commissioner be hereby authorized to sign said agreement.


Done this 16th day of January, 2007.


Ken Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 11 day of January, 2007, Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

Consultant Name: Trabue, Hansen & Hinshaw, Inc.

Project/Work Description: Boone County Jail Facility Parking Lot Pavement Design

Proposal Description: (identify proposal by date, person issuing proposal and attach a copy of proposal) See attached request for proposal dated November 21, 2006 and proposal letter issued by Darrell G. Hartley, P.E. dated December 14, 2006 excluding standard terms and conditions

Modifications to Proposal: (identify any modifications or attach correspondence modifying proposal, or show as not applicable) Fees and expenses shall not exceed \$26,000.00 without prior written approval of Owner. Consultant standard terms and conditions are excluded from the approved proposal.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Public Works Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the general Consultant Services Agreement, the terms and conditions of the general agreement shall control unless the proposal approved herein specifically identifies a term or condition of the general Consultant Services Agreement that shall not be applicable.

CONSULTANT

By [Signature]
Title President

Dated: 1/29/07

APPROVED AS TO FORM:

[Signature]
County Counselor

APPROVED:

[Signature]
Director, Boone County Public Works

BOONE COUNTY, MISSOURI

By [Signature]
Presiding Commissioner

Dated: 1/16/07

ATTEST:

[Signature]
County Clerk

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

[Signature] 1/19/07
Auditor by [Signature] Date 6200-71101

December 14, 2006

Mr. David Mink, P.E.
Boone County Public Works
5551 Hwy 65 South
Columbia, MO. 65201

Re: Boone County Jail Facility Parking Lot Pavement Design (Revised)

Dear David,

Thank you for the opportunity to provide Boone County with professional engineering services on the above referenced project. This revised proposal is in response to your November 21, 2006, Request for Proposal and your December 14, 2006 comments to us. To reduce fee, we have reduced our workscope by removing project management time allotted to the civil team leader and have reduced the amount of geotechnical related testing.

PROJECT DESCRIPTION: The project involves the reconstruction of failed and distressed pavement identified in our Boone County Jail Facility Parking Lot Pavement Study dated June 2006. The proposal is based upon providing an engineering design in accordance with Alternate 3 of that study.

The undersigned Client and Trabue, Hansen, and Hinshaw, Inc. (*THHinc*) agree as follows:

SCOPE OF SERVICES: *THHinc* will provide the Client the following professional services for your project:

- A. *THHinc* will furnish a design schedule showing milestones in the design process. The schedule will be updated and submitted to the County for review at design development and at 95% completion. Opinions of probable cost will be provided at the design development stage and with final construction plans.
- B. *THHinc* will meet with the Facility Maintenance Manager and Sheriff's Representative at the outset of the project, design development stage and at 95% completion. Comments discussed at the 95% meeting shall be incorporated into the final construction plans.

- C. **THHinc** will perform and provide a topographic survey of the parking lot and abutting area. A limited, 2 test pit location geotechnical evaluation of the parking area subgrade will be performed to establish engineering design information relative to new pavement design.
- D. **THHinc** will provide final construction plans and technical specifications necessary to bid and construct the project including final quantities. The plans shall conform to the existing County utility agreements and requirements set forth in the Bonne County Roadway Regulations as they might apply to this project.
- E. **THHinc** will locate on the plan sheets the utilities located in the field by the respective providers and based upon County provided drawings. Any needed utility relocations and the routing will be identified on the design drawings.
- F. **THHinc** will develop a phasing with traffic control to allow continual access and parking for the facility.

CLIENT RESPONSIBILITIES: It will be your responsibility to provide the following:

- A. Copies of as-built plans and other information concerning the existing site and pavement.
- B. Access to the site for field review, topographic survey and geotechnical evaluation
- C. Timely Review of submittals

SCHEDULE: We will begin our professional services upon receipt of a signed contract, which will serve as our Notice to Proceed. We will submit a draft report for review within 30-days of the Notice to Proceed.

COMPENSATION: We will provide the professional services described in the Scope on a Lump Sum Basis for a Contract Fee of \$ 26,000, unless the Client authorizes additional services. The terms of this proposal are valid for 60 days from the date of this proposal.

ADDITIONAL SERVICES: If requested by the Owner **THHinc** may provide additional services, including:

- A. Bid and Construction Phase Services.

EXHIBITS:

- A. Work Plan
- B. Standard Terms and Conditions

AGREEMENT: This Proposal shall become the Agreement for Services when signed and dated by both parties. Please return a signed copy of this agreement to us as our authorization to proceed. This agreement is subject to the Standard Terms and Conditions.

ACKNOWLEDGMENT OF OFFER AND ACCEPTANCE:

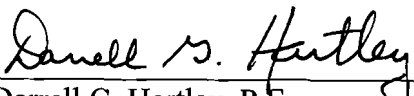
Proposal accepted and services are authorized to proceed.

BOONE COUNTY

BY:  TITLE: Director Public Works

DATE ACCEPTED: 1/3/07

Offer By: TRABUE, HANSEN, AND HINSHAW, INC. (Vendor #113663)


Darrell G. Hartley, P.E.

Enclosure: Second copy of proposal, with attachments



Trabue, Hansen & Hinshaw, Inc.
Project Work Plan - Estimating Sheet

1901 Pennsylvania
Columbia, MO 65202
573-814-1568
Fax: 573-814-1128

CLIENT : BOONE COUNTY PUBLIC WORKS
Project Description : Boone County Jail Pavement Replacement

Date : ##### Prepared by : dgh
THHinc Project # : 063699 Reviewed by : jvhuss

Task Description	Principal	Eng. 5	Eng. 4	Eng. 3	Eng. 2	Eng. 1	PLS	3 Man Crew	2 Man Crew	Tech 5	Tech 4	Tech 3	Tech 2	Tech 1	Admin	TOTALS		
																Hours	Task Cost	
Project Meetings/Coordination																	0	0
Site Meetings			5		2										2		9	804
Design Development			5		5										2		12	1,059
Construction Drawings			5		5										2		12	1,059
																	0	0
Topographic Survey																	0	0
Field Work			2		2		2	16							2		24	2,854
Drawing			2		2		2				16						22	1,490
															2		2	84
																	0	0
Design Development																	0	0
Plans			5		20						20				2		47	3,534
Specifications			5		8										8		21	1,566
Review Comments			1		8						8						17	1,270
																	0	0
Construction Plans																	0	0
Plans			5		32						20				2		59	4,554
Specifications			5		4										8		17	1,226
Review Comments					8						8						16	1,160
																	0	0
																	0	0
																	0	0
																	0	0
																	0	0
																	0	0
																	0	0
																	0	0
Total Hours >>	0	0	40	0	96	0	4	16	0	0	72	0	0	0	30		258	
Hourly Rate >>	\$140	\$125	\$110	\$95	\$85	\$70	\$70	\$140	\$100	\$70	\$60	\$50	\$45	\$38	\$42			
Cost >>	\$0	\$0	\$4,400	\$0	\$8,160	\$0	\$280	\$2,240	\$0	\$0	\$4,320	\$0	\$0	\$0	\$1,260			\$20,660

REIMBURSABLE EXPENSES :

Mileage :	100	miles @	\$0.410	\$41
Travel/Per Diem :				\$0
Plans/Prints/Copies :				\$300
Telephone :				\$0
Terracon				\$2,500
Total Expenses :				\$2,841

Total Labor :	\$20,660
Total Expenses :	\$2,841
SUBTOTAL :	\$23,501
Contingencies (%) : 10%	\$2,350
TOTAL SERVICES :	\$25,851

TRABUE, HANSEN, AND HINSHAW, INC.
STANDARD TERMS AND CONDITIONS

PARTIES.

"THHinc" shall mean Trabue, Hansen, and Hinshaw, Inc. "CLIENT" shall mean the person or entity executing this Agreement with "THHinc".

LIMITATION OF LIABILITY.

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of THHinc (including its officers, directors, shareholders, employees, agents and THHinc's consultants and affiliated companies, and any of them) to CLIENT and anyone claiming by, through or under the CLIENT, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the project or this Agreement from any cause or causes, including, but not limited to, negligence, professional errors or omissions, strict liability or breach of any contract or any warranty, express or implied, of THHinc, as defined in parenthesis above, shall not exceed the greater of the total compensation to be received or actually received by THHinc under this Agreement, or the sum of \$50,000.

HAZARDOUS MATERIALS - INDEMNIFICATION.

CLIENT hereby understands and agrees that THHinc has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project and Agreement with respect to which THHinc has been retained to provide services. The compensation to be paid THHinc for said services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold THHinc (including its officers, directors, shareholders, employees, agents and THHinc's consultants and affiliated companies, and any of them) harmless from and against any and all claims, losses, costs or damages of any nature whatsoever, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE.

Services provided by THHinc under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

RIGHT OF ENTRY.

The CLIENT shall provide for entry for the employees, agents and subcontractors of THHinc and for all necessary equipment. While THHinc shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT.

Unless otherwise provided herein, invoices will be prepared in accordance with THHinc's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due THHinc shall be increased for interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION.

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by THHinc for the default of the CLIENT, then THHinc shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of THHinc and THHinc does not cure the default, then THHinc shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses.

INFORMATION PROVIDED BY OTHERS.

THHinc shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to THHinc such information as is available to the CLIENT and the CLIENT's consultants and contractors, and THHinc shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for THHinc to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold THHinc (including its officers, directors, shareholders, employees, agents and THHinc's consultants and affiliated companies, and any of them) harmless from and against any and all claims, losses, costs or damages of any nature whatsoever for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT to THHinc.

TRABUE, HANSEN, AND HINSHAW, INC.
STANDARD TERMS AND CONDITIONS

SHOP DRAWING REVIEW.

If, as part of this Agreement THHinc reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by THHinc, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. THHinc's review shall be conducted with reasonable promptness while allowing sufficient time in THHinc's judgment to permit adequate review. Review of a specific item shall not indicate that THHinc has reviewed the entire assembly of which the item is a component. THHinc shall not be responsible for any deviations from the contract documents not brought to the attention of THHinc in writing by the Contractor. THHinc shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST.

If, as part of this Agreement THHinc is providing opinions of probable construction cost, the CLIENT understands that THHinc has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that THHinc's opinions of probable construction costs are to be made on the basis of THHinc's qualifications and experience. THHinc makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION.

If, as part of this Agreement THHinc is providing construction observation services, THHinc shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained THHinc to make detailed inspections or to provide exhaustive or continuous project review and observation services. THHinc does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

OTHER SERVICES.

The CLIENT may direct THHinc to provide other services including, but not limited to, any additional services identified in THHinc's proposal. If THHinc agrees to provide these services, then the schedule shall be reasonably adjusted to allow THHinc to provide these services. Compensation for such services shall be at THHinc's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Change Order To Agreement that contains an alternative compensation provision.

OWNERSHIP AND REUSE OF INSTRUMENTS OF SERVICE.

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by THHinc as instruments of service shall remain the property of THHinc. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of THHinc. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold THHinc (including its officers, directors, shareholders, employees,

agents and THHinc's consultants and affiliated companies, and any of them) harmless from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of THHinc.

DISPUTE RESOLUTION.

Any claims or disputes between the CLIENT and THHinc made during or after the providing of services under this Agreement shall be submitted to non-binding mediation.

DELAYS.

THHinc is not responsible for delays caused by factors beyond THHinc's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of THHinc's services or work product promptly, or delays caused by faulty performance by the CLIENT or by contractors of any level. When such delays beyond THHinc's reasonable control occur, the CLIENT agrees THHinc is not responsible for damages, nor shall THHinc be deemed to be in default of this Agreement.

ASSIGNMENT.

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER.

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and THHinc shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW.

This Agreement shall be governed pursuant to the laws in the state of the locale of the THHinc address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY.

It is the policy of THHinc to provide equal employment opportunities for all. THHinc will not discriminate against any employee or applicant because of race, color, religion, sex, marital status, national origin, age, ancestry, veteran status, physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT.

This Agreement constitutes the entire and integrated agreement between the CLIENT and THHinc and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

Boone County Public Works

David W. Mink, P.E.

Director of Public Works

- ❖ Maintenance Operations Division
- ❖ Design and Construction Division
- ❖ Facilities Maintenance Division



5551 Highway 63 South
Columbia, Missouri 65201-9711
(573) 449-8515 ext (223)
FAX (573) 875-1602
EMAIL: dmink@boonecountymo.org

Request for Proposal – Engineering Services November 21, 2006

Project Name: Boone County Jail Parking Lot Design

The Facility Maintenance Division of the Boone County Public Works Department invites Trabue, Hansen, and Hinshaw, Inc. (TH&H) to submit a proposal to provide design services for the future reconstruction of the main parking lot at the Boone County Jail. Proposal is due by December 15, 2006. Contract award for these services is dependent on budget approval which is anticipated by January 1, 2007.

The primary scope of professional engineering services is to develop construction plans and specifications for storm drainage improvements and reconstruction of the existing asphalt parking lot in accordance with Alternate 3 of the Parking Lot Pavement Study – Boone County Jail Facility conducted and submitted by I&H in June 2006. At this time, the preference is for the Portland Cement Concrete option but we may consider asphalt as an alternative. The County anticipates construction in the summer of 2008 but desires to have design development completed by July 1, 2007 in order to have a more precise opinion of probable costs for our budgeting process. Final plans should be completed by October 31, 2007.

Construction Plans – Scope of Work

The consultant shall provide the necessary services, including but not limited to:

1. Furnish a design schedule showing all pertinent dates in the design process. This schedule will be updated and submitted to the County for review at design development and 95% complete plans. Provide an opinion of probable costs at design development stage and with final plans.
2. Meet with FM Manager and Sheriff Representative at the outset, design development stage and 95% complete plans. Comments discussed at the 95% meeting shall be incorporated into the final plan set.
3. Provide all necessary field survey of topography.
4. Provide final construction plans and technical specifications necessary to bid and construct the project including project quantities. The plans shall conform to all existing County utility agreements and requirements set forth in the Boone County Roadway Regulations as they might apply to this project.
5. Locate based on markings by utility companies and Boone County construction drawings existing utilities and identify on the plan and develop plans for relocation as required.
6. Develop phasing plan with traffic control to allow continual access and parking for the facility.

Note: Services related to the construction phase are not requested for this proposal but may be requested during the construction year.