

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

September Session of the August Adjourned Term. 20 02

In the County Commission of said county, on the 5th day of September 20 02

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

Now on this day, the County Commission of the County of Boone does hereby award bid 53-09AUG02 for Guardrail Repair Services Term and Supply to James H. Drew Corporation of Indianapolis, Indiana. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

Done this 5th day of September, 2002.

Don Stamper
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, 2nd Floor
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: August 26, 2002
RE: 53-09AUG0202 – Guardrail Repair Services Term and Supply

The Bid for Guardrail Repair Services Term and Supply was issued on July 22, 2002. The bid closed on August 9, 2002. One bid was received. Upon the completion of the bid evaluation, Public Works and Purchasing recommend award to James H Drew Corporation of Indianapolis, Indiana. Guardrail Repairs Services will be provided to department 2040 – Public Works Maintenance Operations, account 71100 – Outside Services, Road and Bridge fund.

The contract will run through September 30, 2003 and has four, one-year renewals. There are no requisitions attached, as this is a Term and Supply contract.

ATTACHMENT: Bid Tabulation

cc: Bid File
David Mink, Director Public Works

Bid Tabulation

53-09AUG02-Guardrail Repair Services Term and Supply

		James Drew Corp			
Description	Unit of Measure	Quantity	Unit Price	Extended Total	
4.7.1. Mobilization	LS	1	No Bid	No Bid	
4.7.2. Type A Guardrail					
Remove and Replace 12.5-foot Beam	Each	1	\$ 160.00	\$ 160.00	
Remove and Replace 12.5-foot Radius beam, Concave or Convex	Each	1	\$ 112.00	\$ 112.00	
Remove and Replace 6-foot Steel Post	Each	1	\$ 85.00	\$ 85.00	
Remove and Replace 9-foot Steel Post	Each	1	\$ 96.00	\$ 96.00	
Remove and Replace 6-foot Wood Post	Each	1	\$ 46.00	\$ 46.00	
Realign and Use Existing Post	Each	1	\$ 52.00	\$ 52.00	
Remove and Replace 8-inch x 6-inch x 14-inch Wood Block	Each	1	\$ 11.00	\$ 11.00	
Remove and Replace End Section	Each	1	\$ 52.00	\$ 52.00	
Remove and Replace Terminal Connector	Each	1	\$ 36.00	\$ 36.00	
Install Post in Solid Rock or Through Concrete	Each	1	\$ 210.00	\$ 210.00	
<i>Bid Table Continued</i>					
Description	Unit of Measure	Quantity	Unit Price	Extended Total	
4.7.3. Type E Guardrail					
Remove and Replace 12.5-foot Thrie Beam Rail	Each	1	\$ 86.00	\$ 86.00	
Remove and Replace 6-foot Steel Post	Each	1	\$ 84.00	\$ 84.00	
Remove and Replace 9-foot Steel Post	Each	1	\$ 96.00	\$ 96.00	
Remove and Replace 6-foot Wood Post	Each	1	\$ 46.00	\$ 46.00	
Realign and Use Existing Post	Each	1	\$ 52.00	\$ 52.00	
Remove and Replace 8-inch x 6-inch x 21-inch Wood Block	Each	1	\$ 11.00	\$ 11.00	
Remove and Replace Thrie Beam Terminal Connector	Each	1	\$ 74.00	\$ 74.00	
Install Post in Solid Rock or Through Concrete	Each	1	\$ 210.00	\$ 210.00	
4.7.4. End Terminal					
Remove and Replace Type A Crashworthy End Terminal	Each	1	\$ 1,950.00	\$ 1,950.00	
Remove and Replace Type A Flared Crashworthy End Terminal	Each	1	\$ 1,850.00	\$ 1,850.00	
Remove and Replace Type B Crashworthy End Terminal	Each	1	\$ 3,620.00	\$ 3,620.00	
Remove and Replace Type C Crashworthy End Terminal	Each	1	\$ 13,500.00	\$ 13,500.00	
Miscellaneous Type B or C Terminal Removal	Each	1	\$ 300.00	\$ 300.00	
4.7.5. Anchor					
Remove and Replace End Anchor	Each	1	\$ 535.00	\$ 535.00	
Remove and Replace Embedded Guardrail Anchor	Each	1	\$ 200.00	\$ 200.00	

	Remove and Replace Rock Face Guardrail Anchor	Each	1	\$ 150.00	\$ 150.00
	Remove and Replace Thrie Beam Bridge Anchor Section	Each	1	\$ 600.00	\$ 600.00
4.7.6.	Transition Section				
	Remove and Replace Transition Section	Each	1	\$ 250.00	\$ 250.00
	Remove and Replace 6-foot Post	Each	1	\$ 84.00	\$ 84.00
	Remove and Replace 9-foot Post	Each	1	\$ 96.00	\$ 96.00
	<i>Bid Table Continued</i>				
	Description	Unit of Measure	Quantity		Extended Total
4.7.7.	ET 2000				
	Remove and Replace 6-inch x 8-inch x 72-inch Wood Post 1-4	Each	1	\$ 125.00	\$ 125.00
	Remove and Replace 6-inch x 8-inch x 72-inch Wood Post 5-8	Each	1	\$ 110.00	\$ 110.00
	Remove and Replace 6-inch x 8-inch x 14-inch Wood Block	Each	1	\$ 11.00	\$ 11.00
	Remove and Replace 25-foot Deep Beam Rail	Each	1	\$ 83.00	\$ 83.00
	Remove and Replace Steel Foundation Tube with Soil Plate	Each	1	\$ 72.00	\$ 72.00
	Remove and Replace 25-foot Deep Beam Rail Punched for Extruder	Each	1	\$ 1,400.00	\$ 1,400.00
	Remove and Replace with a New Guardrail Extruder	Each	1	\$ 1,000.00	\$ 1,000.00
	Remove and Replace with a Used Guardrail Extruder	Each	1	\$ 300.00	\$ 300.00
	Remove and Replace Offset Strut	Each	1	\$ 40.00	\$ 40.00
	Remove and Replace Cable Assembly including Pipe Sleeve, Bearing Plate, and Cable Anchor	Each	1	\$ 56.00	\$ 56.00
4.7.8.	BEST				
	Remove and Replace 6-inch x 8-inch x 45-inch Wood Post 1-2	Each	1	\$ 186.00	\$ 186.00
	Remove and Replace 6-inch x 8-inch x 72-inch Wood Post 3-7	Each	1	\$ 125.00	\$ 125.00
	Remove and Replace 6-inch x 8-inch x 14-inch Wood Block	Each	1	\$ 11.00	\$ 11.00
	Remove and Replace 25-foot Deep Beam Rail	Each	1	\$ 83.00	\$ 83.00
	Remove and Replace 25-foot Deep Beam Rail Punched for Extruder	Each	1	\$ 1,400.00	\$ 1,400.00
	Remove and Replace with a new Impact Head	Each	1	\$ 1,000.00	\$ 1,000.00
	Remove and Replace Groundline Strut	Each	1	\$ 40.00	\$ 40.00
	Remove and Replace Cable Assembly including Pipe Sleeve, Bearing Plate, and Cable Anchor	Each	1	\$ 56.00	\$ 56.00
	Remove and Replace Steel Foundation Tube with Soil Plate	Each	1	\$ 72.00	\$ 72.00
	<i>Bid Table Continued</i>				

	Description	Unit of Measure	Quantity	Unit Price	Extended Total
4.7.9.	SRT-350				
	Remove and Replace 6-inch x 8-inch x 45-inch Wood Post 1-2	Each	1	\$ 186.00	\$ 186.00
	Remove and Replace 6-inch x 8-inch x 72-inch Wood Post 3-9	Each	1	\$ 125.00	\$ 125.00
	Remove and Replace 6-inch x 8-inch x 14-inch Wood Block	Each	1	\$ 11.00	\$ 11.00
	Remove and Replace Strut Assembly	Each	1	\$ 40.00	\$ 40.00
	Remove and Replace First Slotted 12.5-foot Guardrail Panel	Each	1	\$ 520.00	\$ 520.00
	Remove and Replace Second Slotted 12.5-foot Guardrail Panel	Each	1	\$ 165.00	\$ 165.00
	Remove and Replace Barrier End Nose Piece	Each	1	\$ 155.00	\$ 155.00
	Remove and Replace Steel Foundation Tube with Soil Plate	Each	1	\$ 75.00	\$ 75.00
4.7.10.	Terminal End Marker				
	Install Type III Black and Yellow Object Marker on End Terminal	Each	1	\$ 20.00	\$ 20.00
				Total Cost =	\$ 32,121.00
4.7.11.	Maximum Percent Increase for 2 nd Year =			3%	
4.7.12.	Maximum Percent Increase for 3 rd Year =			5%	
4.7.13.	Maximum Percent Increase for 4th Year =			5%	
4.7.14.	Maximum Percent Increase for 5th Year =			5%	

Co Op???

No Bids

Apex Steel Fabrication
Carter Walters
Trinity Industries
Simon Steel

No Bid

Global Equipment
Bryson Products
LV Inc.

**PURCHASE AGREEMENT
FOR
GUARDRAIL REPAIR SERVICES TERM AND SUPPLY**

THIS AGREEMENT dated the 5th day of September 2002 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **James H Drew Corporation**, 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 **Guardrail Repair Services Term and Supply**, County of Boone Request for Bid, bid number 53-09AUG02, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Exhibit A and Standard Terms and Conditions, as well as the Contractor's bid response dated August 6, 2002 and executed by Larry W. Fullerton 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, Exhibit A and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. **Contract Duration** - This agreement shall commence on September 1, 2002 through September 30, 2003, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis 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; provided, however, that from and after the expiration date of this agreement and any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Guardrail Repair Services as identified and responded to in the Contractor's Response Form. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works - Maintenance Operations Department, and may only include the prices as identified 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.

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.

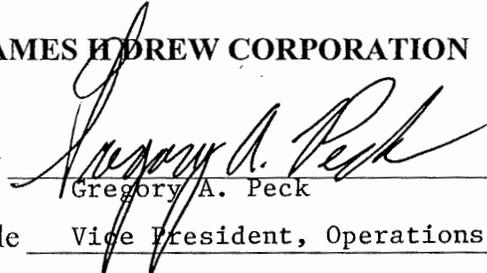
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality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

JAMES HOWRE CORPORATION

by 
Gregory A. Peck
title Vice President, Operations
address P.O. Box 68935

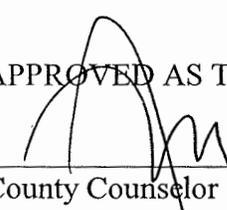
Indianapolis, Indiana 46268

BOONE COUNTY, MISSOURI

by: Boone County Commission

Don Stamper, Presiding Commissioner

APPROVED AS TO FORM:


County Counselor

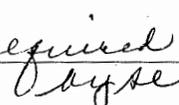
ATTEST:


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Public Works Term/Supply
2040-71100 (No Encumbrance Required)

no encumbrance required 8/27/02
Signature  Date Appropriation Account

Boone County Purchasing

Debbie Crutchfield
Office Specialist



601 E. Walnut-2nd floor
Columbia, MO 65201
(573) 886-4394

September 5, 2003

Larry W. Fullerton
James H. Drew Corp.
8701 Zionsville Rd
Indianapolis, IN 46268

 **COPY**

RE: 53-09AUG02 Guardrail Repair Services, Term & Supply

Dear Mr. Fullerton:

We received your signed intent to renew contract letter signed on July 21 2003. According to the contract section 4.7.11., maximum percent increase for the 2nd year is 3%. I am sending you another renewal form to complete. Please fill it out and return it to me as soon as you possible to enable me to proceed with this contract. If you have any questions or concerns, do not hesitate to contact me.

Sincerely,

Debbie Crutchfield
Office Specialist

Cc Melinda Bobbitt
Bid File
Clerk's File

386-2002

Boone County Purchasing

Debbie Crutchfield
Office Specialist



601 E. Walnut-Room 209
Columbia, MO 65201
(573) 886-4394
Fax (573) 886-4390
Email: dcrutchfield@boonecountymo.org

September 11, 2003

Larry W. Fullerton
James H. Drew Corp.
8701 Zionsville Rd.
Indianapolis, IN 46268

 **COPY**

RE: 53-09AUG02 – Guardrail Repair Services, Term & Supply
Dear Mr. Fullerton:

The County of Boone wishes to renew the above referenced contract. Confirming the letter dated July 14, 2003, you agree to renew the contract under the same terms and conditions as the original contract with a 3% increase over last year's prices. This contract renewal date will cover through September 30, 2004.

Should you have any questions, please contact me.

Sincerely,

Debbie Crutchfield
Office Specialist

Cc Public Works
Bid File
Clerk's File
Auditor

CERTIFIED COPY OF ORDERSTATE OF MISSOURI }
County of Boone } ea.

September Session of the August Adjourned Term. 20 02

In the County Commission of said county, on the 5th day of September 20 02

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

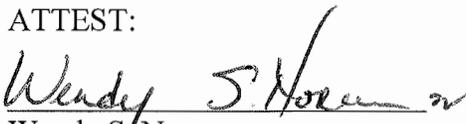
Now on this day, the County Commission of the County of Boone does hereby approve the following budget revision:

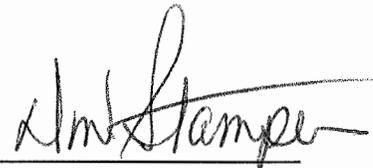
DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
6100-23050: Facilities Maintenance – Expendable Supplies	\$4,000.00	
6100-71100: Facilities Maintenance – Professional Services		\$4,000.00

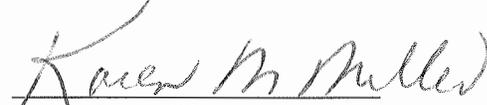
Said budget revision is for professional services for a preliminary study for Courthouse floor tile.

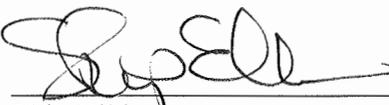
Done this 5th day of September, 2002.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Don Stamper
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

REQUEST FOR BUDGET REVISION

RECEIVED AUG 28 2002

BOONE COUNTY, MISSOURI

August 26, 2002

EFFECTIVE DATE

FOR AUDITORS USE

387-2002

Department				Account				Department Name	Account Name	(Use whole \$ amounts)		
										Transfer From	Transfer To	
										Decrease	Increase	
6	1	0	0	7	1	1	0	0	F/M	Prof. Svc.		4000
6	1	0	0	2	3	0	5	0	F/M	Expendible sup.	4000	

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

Professional services for preliminary study for Courthouse floor tile

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? *NO*
If not, please explain (use an attachment if necessary):

Reimbursable and misc. expenses TBD, cannot request funds for them as yet



Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- Unencumbered funds are available for this budget revision.
- Comments:


Auditor's Office


PRESIDING COMMISSIONER


DISTRICT I COMMISSIONER


DISTRICT II COMMISSIONER

FY 2002
Budget Amendments/Revisions
Facilities Maintenance (6100)

BR #	Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
02006	1	2/28/02	71101	Professional Services		4,545	Design fees for CH HVAC (increase in 6200)	Account 71101 Professional Services - 2002 Budget \$5,000 YTD Actual \$0 Class 7 Contractual Services - 2002 Budget \$13,894 YTD Actual \$1,129.90
not approved by Commission	2	7/25/02	60200 37210 36300	Equipment Repairs/Maint Training Emergency	14,400 600	15,000	Cover shortfall in training and equipment repair/maintenance	Account 60200 Equip Repairs/Maintenance - 2002 Budget \$22,980 YTD Actual \$33,783.27 Class 6 Equip & Bldg Maintenance - 2002 Budget \$138,005 YTD Actual \$125,689 Account 37210 Training/Schools - 2002 Budget \$600 YTD Actual \$1,180.94 Class 3 Dues Travel & Training - 2002 Budget \$1,425 YTD Actual \$1,192.94 Account 36300 Emergency - 2002 Budget \$15,000 YTD Actual \$0 Class 8 Other - 2002 Budget \$15,000 YTD Actual (\$350)
	3	8/26/02	71100 23050	Outside Services Other Supplies	4,000	4,000	Cover professional services for preliminary study for Courthouse floor tile	Account 71100 Outside Services - 2002 Budget \$1,850 YTD Actual \$3,167.99 Class 7 Contractual Services - 2002 Budget \$9,349 YTD Actual \$6,122.26 Account 23050 Other Supplies - 2002 Budget \$14,075 YTD Actual \$4,142.43 Class 2 Materials & Supplies - 2002 Budget \$36,850 YTD Actual \$14,346.39