

2/2-2006

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the 30<sup>th</sup> day of May 20 06

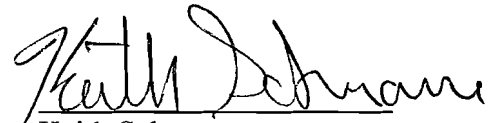
the following, among other proceedings, were had, viz:

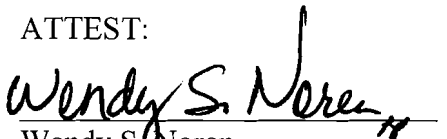
Now on this day the County Commission of the County of Boone does hereby approve the request by Boone County Fire Protection District on behalf of Verizon Wireless for a structure exceeding 100 feet in height (proposed height of 166') in the M-LP district, on 2.4 acres located at 5881 S Highway 63, Columbia with the following conditions

:

- That the structure be set back from the yard lines at least 145 feet, as per the regulations in the Boone County Zoning Ordinance, Section 9.
- That a new review plan and final plan be submitted for approval by the Planning & Zoning Commission and the County Commission. Construction of the structure shall not commence until the Revised Final Plan is recorded.
- No lighting on the tower is allowed.

Done this 30<sup>th</sup> day of May, 2006.

  
Keith Schnarre  
Presiding Commissioner

ATTEST:  
  
Wendy S. Noren  
Clerk of the County Commission

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

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STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the 30<sup>th</sup> day of May 20 06

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

Now on this day the County Commission of the County of Boone does hereby approve the request by Allen and Judy Ronnebaum to rezone from A-1 (Agriculture) to A-1P (Planned Agriculture) on 26.89 acres, more or less, located at 3125 N Rte Z, Columbia.

Done this 30<sup>th</sup> day of May, 2006.

ATTEST:

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

Keith Schnarre  
Keith Schnarre  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

214-2006

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned Term

Term. 20 06

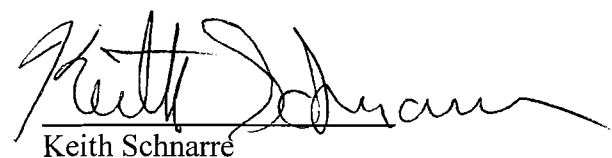
In the County Commission of said county, on the 30<sup>th</sup> day of May 20 06

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

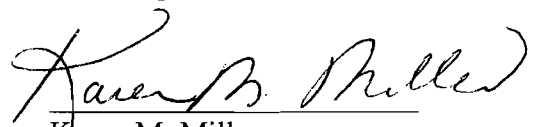
Now on this day the County Commission of the County of Boone does hereby approve the request by Allen and Judy Ronnebaum to approve a review plan on 26.89 acres, more or less, located at 3125 N Rte Z, Columbia, with the following conditions:

1. That the final plat for this property will not be recorded until the final plan is approved by the County Commission.
2. That the final plat for this property will not be recorded until a wastewater plan has been reviewed and approved by the City/County Health Department.

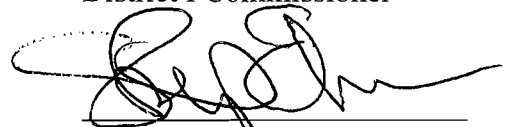
Done this 30<sup>th</sup> day of May, 2006.



Keith Schnarre  
Presiding Commissioner

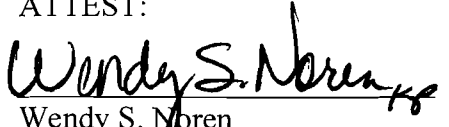


Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

ATTEST:



Wendy S. Noren  
Clerk of the County Commission

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the 30<sup>th</sup> day of May 20 06

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

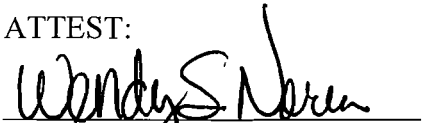
Now on this day the County Commission of the County of Boone does hereby receive and accept the following plat and authorize the Presiding Commissioner to sign said plat:

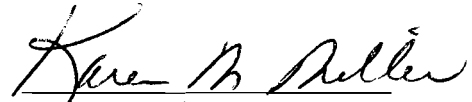
- Country Farms Plat 3. S33-T48N-R13W. R-S. Elias & Elias LLC, owner. J. Daniel Brush, surveyor.

Done this 30<sup>th</sup> day of May, 2006.

  
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the 30<sup>th</sup> day of May 20 06

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

Now on this day the County Commission of the County of Boone does hereby award Bid 36-09MAY06 Parking Lot Access System to Will Electronics. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 30<sup>th</sup> day of May, 2006.

ATTEST:

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

Keith Schmarre  
Keith Schmarre  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

**PURCHASE AGREEMENT FOR  
PARKING LOT ACCESS SYSTEM**

**THIS AGREEMENT** dated the 30 day of May 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Will Electronics**, 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 Parking Lot Access System, bid number **36-09MAY06** 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 May 15, 2006 and executed by Darrell A. Baker, 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 Dual Model Reader with Pedestal & Antenna	\$1,395.00
• Item 4.8.2 RFID Tags (Quantity 90)	\$1,980.00
• Item 4.8.5 Installation/Labor to Install System, Test, & Certify	\$6,656.00
• For a total cost of	\$10,031.00

3. **Delivery** - Contractor agrees to provide and install the equipment per the bid specifications and as responded to in the Contractor's bid response.

4. **Billing and Payment** - All billing shall be invoiced to Boone County Facilities Maintenance 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.

**WILL ELECTRONICS**

by David A. Baker  
title Account Manager

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
Keith Schnarre  
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

Wendy S. Noren  
Wendy S. Noren, County Clerk <sup>TS</sup>

**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.)

James E. Pitchford  
Signature by ds

5/24/06  
Date

6100/60100 -  
\$10,031.00

Appropriation Account

**4. Response Form**

- 4.1. Company Name: Will Electronics
- 4.2. Address: 9789 Reavis Park Drive
- 4.3. City/Zip: St. Louis, MO 63123
- 4.4. Phone Number: 314-351-1896
- 4.5. Fax Number: 314-351-1885
- 4.6. E-Mail Address: dbaker@willelectronics.com
- 4.7. Federal Tax ID: 430924769
- 4.7.1. (X) Corporation  
 ( ) Partnership - Name \_\_\_\_\_  
 ( ) Individual/Proprietorship - Individual Name \_\_\_\_\_  
 ( ) Other (Specify) \_\_\_\_\_

**PRICING**

**4.8.**

	Unit Price	Qty	Extended Total
4.8.1. Dual Mode Reader with Pedestal & Antenna	\$ <u>1,395.00</u>	1	\$ <u>1,395.00</u>
Manufacturer <u>AAID</u>			
Model <u>AA-R500WP</u>			
Warranty <u>One Year</u>			
4.8.2. RFID Tags	\$ <u>22.00</u>	90	\$ <u>1,980.00</u>
Manufacturer <u>AAID</u>			
Model <u>AA-T200</u>			
Warranty <u>One Year</u>			
4.8.3. Safety Loop Assembly Plus Saw Cutting	\$ <u>1,187.00</u>	2	\$ <u>2,374.00</u>
4.8.4. Free Exit Loop Assembly Plus Saw Cutting	\$ <u>1,187.00</u>	1	\$ <u>1,187.00</u>
4.8.5. Installation/Labor to Install System, Test, and Certify			\$ <u>6,656.00</u>
<b>4.8.6. Total Installed Cost</b>			<b>\$ <u>13,592.00</u></b>



4.9. Where is your closest service representative located?

St. Louis

4.10. If service is required, what will the response time be?

8 Hours

4.11. Total installation time required: \_\_\_\_\_

2 weeks

4.12. 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.

4.12.1. Authorized Representative (Sign By Hand):

Darrell A. Baker Date: 5-15-06

Print Name and Title of Authorized Representative

Darrell A. Baker/Sales

4.13. References – Bidder must provide three (3) references for services rendered to public/commercial clients which are similar in size and scope.

4.13.1. Reference #1

4.13.1.1 Individual Name: Tony St. Romaine

4.13.1.2 Company Name: City of Columbia, MO

4.13.1.3 Address: 701 E. Broadway

4.13.1.4 Telephone: 573-874-7721

4.13.2. Reference #2

4.13.2.1 Individual Name: Rick Appelbaum

4.13.2.2 Company Name: Mastercard International

4.13.2.3 Address: 2200 Mastercard Boulevard, St. Louis, MO

4.13.2.4 Telephone: 636-722-6262

4.13.3. Reference #3

4.13.3.1 Individual Name: Willie McCuller

4.13.3.2 Company Name: Metro

4.13.3.3 Address: 3330 Spruce, St. Louis, MO

4.13.3.4 Telephone: 314-982-1507

**CONTRACT DOCUMENTS  
BOONE COUNTY, MISSOURI  
BID NO: 36-09MAY06 – Parking Lot Access System**

**ADDENDUM #1  
(Issued May 10, 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. **Change** bid opening date to the following:  
**Tuesday, May 16, 2006**  
**Time: 10:30 a.m. CST**

By: Heather Turner by M. B. Co  
**Heather Turner, CPPB**  
**Buyer, Purchasing**

BIDDER has examined copy of Addendum #1 to Bid Number 36-09MAY06 Parking Lot Access System, receipt of which is hereby acknowledged:

Company Name: Will Electronics

Address: 9789 Reavis Park Drive  
St. Louis, MO 63123

Phone Number: 314-351-1896

Fax Number: 314-351-1885

Authorized Representative Signature: James A. Baker

Date: 5-15-06



9789 Reavis Park Drive  
St. Louis, MO 63123  
(314) 351-1896  
FAX (314) 351-1885  
Toll-free (800) 973-2288

May 11, 2006

QUOTE # 87127

Ms. Heather Turner  
BOONE COUNTY PURCHASING  
601 E. Walnut  
Room 209  
Columbia, MO 65201

**RE: BID # 36-09MAY06**

Dear Heather:

We are pleased to submit this proposal for your consideration.

**SCOPE OF WORK**

We propose to provide and install one wireless long range reader with directional antennae at the east gate (new entrance) to the parking lot. We will install a two reader access system panel in the operator that will have an ethernet port available. The AccessIt software is to be loaded on a customer supplied laptop (must meet manufactures minimum) that will be used for system programming and reporting functions. This laptop will need to be connected to the panel within the operator. We will provide 90 long range vehicle windshield tags to be installed by your personnel into the appropriate vehicles.

In addition, we will use the two existing loops as well as adding a third loop.

At the west gate (new exit), we use the existing loop as well as adding two additional loops. The existing reader will be disconnected from the operator, however will not be removed from its present location.

This proposal assumes that the gate operators are in good working order and will accept the new loops. All 110VAC power is to be provided at the operator.

- 1 AAID LONG RANGE READER
- 1 AAID ANTENNA KIT
- 1 ALTRONIX POWER SUPPLY
- 1 AAID ANTENNA MOUNTING POST
- 1 AAID PROGRAMMING SOFTWARE
- 90 AAID WINDSHIELD TAGS
- 1 RS2 TWO DOOR KIT
- LOT Misc., hardware & connectors

**TOTAL INVESTMENT with INSTALLATION**

**\$ 13,592.00**

ACCEPTED

**OPTION:**

As an option, we will provide and install the following equipment to provide a wireless connection to your building. Cable will be installed from the building to Ken Roberts office. This will allow system programming and report generation from his office.

- 1 MAXSTREAM WIRELESS RF MODEM PACKAGE
- 1 RS2 COMMUNICATIONS CONVERTER
- LOT Misc., hardware & connectors

**ADDITIONAL INVESTMENT with INSTALLATION**      \$ 1,999.00            **ACCEPTED**

**\*\*\*PROPOSAL NOTES\*\*\***

1. Customer will provide all AC power required.
2. This proposal assumes that the gate operators are in good working order and will accept the new loop.
3. The new equipment listed is covered by a one-year warranty, parts and labor included, with on-site service.
4. this proposal does not include the data entry of cardholder information.
5. This proposal does not include any permits, fees or documentation costs that may be required by the local governing authorities.
6. Pricing does not include any applicable sales tax.
7. This proposal is valid for a period of 60 days.
8. A 30% down payment is required upon acceptance of this proposal.
9. Any additions or alterations to the work herein described will be done at additional cost, pending prior customer approval.

At Will Electronics, we take great pride in the quality of products and service we provide. We look forward to being of service to you and Boone County in the future. If you have any questions, feel free to contact me. If this proposal is acceptable, please sign as indicated below and return.

Sincerely,

*Darrell A. Baker*

Darrell A. Baker  
Will Electronics

**PROPOSAL ACCEPTANCE**

When signed by the Customer, this proposal, including all attachments and Additional Terms and Conditions, will constitute a contract and a purchase order.

**Accepted by:**

Customer

\_\_\_\_\_  
Authorized Customer Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
PO #

## ADDITIONAL TERMS AND CONDITIONS

*The additional terms and conditions which follow are in addition to the terms and conditions of the proposal, purchase order, contract or agreement (the "Agreement") by and between WILL ELECTRONICS, INC. ("WEI") and any other party thereto (individually or collectively referred to as "Customer") to which these additional terms and conditions are attached to or part of. In the event of any conflict between these additional terms and conditions and those of the proposal, purchase order, contract or agreement to which they are attached, these additional terms and conditions shall control.*

### 1. DESIGN DEVELOPMENT, PROGRAMMING, DRAWINGS AND OWNERSHIP

A. Design Development. Customer and WEI have together developed or will develop the design and specifications for the Work. When Customer has accepted or approved the design and specifications, the sole and final responsibility for the design and specifications shall be Customer's. WEI shall have no liability to Customer for any loss or damage claimed against or incurred by Customer or any employee, agent or licensee of Customer because of any defect or alleged defect in the design or specifications or the failure of the equipment or the Work to perform as desired or anticipated by Customer.

B. Programming. Security system programming is an essential element of the systems operation and performance. Customer acknowledges and agrees that security system programming is an ever-changing process, and in significant part subject to Customer's day-to-day and other business operations and parameters and the changes or modifications to them and, as such, WEI is not responsible for programming or product malfunctions caused in whole or in part by others including Customer.

### 2. LIMITED WARRANTY; EXCLUSIONS AND DISCLAIMERS

A. To the extent not otherwise warranted pursuant to an applicable manufacturer's warranty, WEI warrants all Equipment and installation labor rendered as part of the Work against defects in materials and labor for a period of twelve (12) months (the "Warranty Period") from the date of substantial completion of the installation; provided, however, no warranty is made as to, and there is specifically excluded from the warranty, any and all expendable supplies, equipment and parts, or any portions of the Work which have been misused, abused, not used in the manner intended, neglected, or damaged by an act of God or altered, modified, or manipulated in any manner by Customer or a third party. Any defect in the installation during the Warranty Period will be repaired or replaced at the option of WEI. Any shipping charges in connection with a repair or replacement shall be the responsibility of Customer. The repair or replacement of the Equipment shall constitute Customer's sole remedy against WEI.

B. WEI MAKES NO OTHER OR FURTHER WARRANTY WITH RESPECT TO INSTALLATION LABOR, MATERIALS AND EQUIPMENT OR ANY OTHER PORTION OF THE WORK OTHER THAN THE FOREGOING WARRANTY AND SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

C. IN NO EVENT SHALL WEI BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR LOST PROFITS, LOST SALES, INJURY OR DEATH TO PERSON OR PROPERTY OR ANY OTHER CAUSE AS A RESULT OF A DEFECT IN LABOR, EQUIPMENT OR OTHER SUPPLIES OR MATERIALS WITH RESPECT TO ANY ITEM FURNISHED UNDER THE AGREEMENT, MALFUNCTION OR NONFUNCTION OF ANY SYSTEM, WRONGFUL PERFORMANCE OF OR FAILURE TO PERFORM ANY ACTS INCLUDED IN THE WORK, TRANSPORTATION DELAYS OR BREACH OF WARRANTY.

D. Customer acknowledges that no warranty, representation, or statement by any representative of WEI not stated herein shall be binding. This writing, and the document or documents attached hereto or of which this writing is a part, if any, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of the Agreement.

### 3. LIMITATION OF LIABILITY

A. The parties understand and agree that: (a) the Work is intended to constitute or be part of a security system designed to reduce risk of loss for the Customer; (b) Customer has selected, accepted and approved the Scope of Work after considering and balancing the levels of protection afforded by various types of systems and services available to it and the related costs of them; (c) neither WEI nor any person engaged by WEI to perform any portion of the Work shall be construed to be an insurer of the person or property of Customer, its employees, agents, contractors, assigns, bailors, customers, invitees, trespassers or any other person at the location(s) where the work is performed (the "Location(s)"); (d) the Price and Payment Terms are based solely on the cost and value of WEI providing the Work and are unrelated to the value of property of Customer or others located at the Location(s); (e) the Price and Payment Terms do not contemplate any payment being made or consideration being given to WEI for any guarantee, warranty or insuring agreement by any one or more of them to Customer with respect to the person or property of anyone; (f) WEI MAKES NO GUARANTEE OR WARRANTY OF ANY KIND THAT THE WORK (INCLUDING ANY MATERIALS AND EQUIPMENT SUPPLIED AS PART OF

THE WORK) WILL AVERT OR PREVENT OCCURRENCES OR CONSEQUENCES THEREFROM WHICH THE WORK IS DESIGNED TO DETECT OR AVERT.

B. Notwithstanding the foregoing provisions of this Section or for whatever reason, WEI should be found liable for personal injury/wrongful death or property loss or damage caused by a failure to perform by WEI or the failure of any materials or equipment in any respect whatsoever or a court of proper jurisdiction determines the limitations on warranties are inapplicable, Customer agrees that the aggregate liability of WEI under or with respect to the Agreement, the Work to be performed under, and any warranty provided pursuant to, the Agreement, shall be limited to a sum equal to the lesser of (i) one-tenth (1/10) of the total Price to be paid by Customer under the Agreement, (ii) if the Price is to be paid in monthly payments or installments (other than progress payments), an amount equal to six (6) monthly payments, or (iii) Five Hundred Dollars (\$500.00), and this liability shall be exclusive, and that the provisions of this subsection shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the Work, from breach of warranty, or from negligence, active or otherwise of WEI.

C. No suit or action shall be brought against WEI more than one (1) year after the substantial completion of the Work.

#### 4. INDEMNIFICATION

A. When Customer ordinarily has the property of others in its custody, or the Work extends to the protection of the person or property of others, Customer shall indemnify, save, defend and hold harmless WEI from and against all claims brought by parties other than the parties to the Agreement. This provision shall apply to all claims regardless of cause, including the performance or failure to perform by WEI, and including without limitation, defects in products or system design, installation, repair service, monitoring, operation or non-operation of materials or equipment, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability; provided, however, Customer shall have no duty to indemnify in the case of gross negligence or willful misconduct by WEI, its employees, agents or assigns. Customer agrees to indemnify WEI against, and to defend and hold WEI harmless from any action for subrogation which may be brought against WEI by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and reasonable attorney's fees.

#### 5. REMEDIES

A. Ownership of Property Until Payment. Where material, equipment or other property are being sold, leased, or licensed to Customer as part of the Work, title and ownership of all of the material, equipment and other property shall remain in WEI or until full payment of the Price has been made or throughout the term of the lease or the license, as applicable.

B. Security Interest. If a provision of law prohibits the retention of title and ownership of the property by WEI where the property is being sold to Customer, Customer grants to WEI a lien and security interest in and to any and all materials, equipment and other property supplied by WEI under the Agreement (whenever title or ownership have passed to Customer) to secure each and every payment and obligation due WEI from Customer under the Agreement.

C. Liquidated Damages. In the case of a breach of the Agreement by Customer and termination by WEI, or upon premature cancellation or termination by Customer:

a. If the Agreement is terminated prior to completion of the Work, Customer shall be obligated to pay for all portions of the Work actually performed and property delivered or ordered by WEI up to the date of termination plus any other sum or amount provided in the Agreement.

The parties agree it would be very difficult, if not impossible, to ascertain actual damages for the breach or premature cancellation or termination by Customer, and they further agree that in the event of a breach by Customer and termination by WEI or premature cancellation or termination by Customer, Customer shall immediately pay to WEI (and WEI shall accept) all charges then due WEI and in addition, as and for liquidated damages and not as a penalty, a sum equal to sixty percent (60%) of any future charges which would have been paid to WEI by Customer under the terms of the Agreement if there had been no cancellation or termination of the Agreement by Customer or WEI, and WEI would have completed the Work.

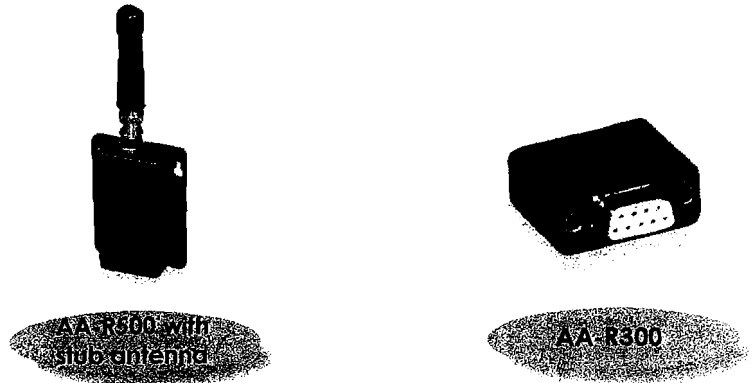
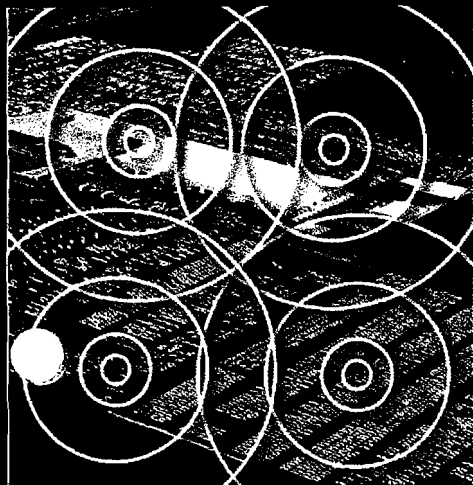
# Ultra Long Range, Hands-Free RFID Readers for Vehicle, Asset and Personnel Tracking

AAID™ Long Range RFID Readers communicate with access control systems in standard 26 or 32 Bit Wiegand formats, or via serial RS-232 or RS-485 protocols. Range adjustable antennas can be discretely hidden to identify and track tag activity.

The AA-R500 is the smallest Long Range RFID Reader available today!

Shown below is a four zone vehicle lot protected by AAID readers and tags.

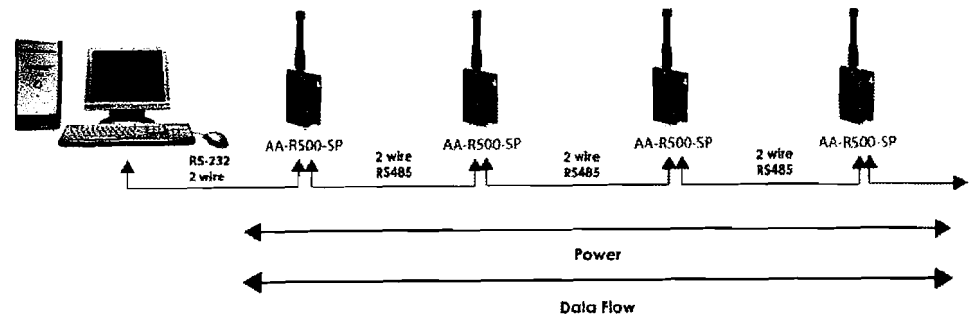
The read zones show the extreme distance that can be monitored with an AAID system. One of the most dynamic features of AAID products is that readers do not interfere with other readers if their zones overlap.



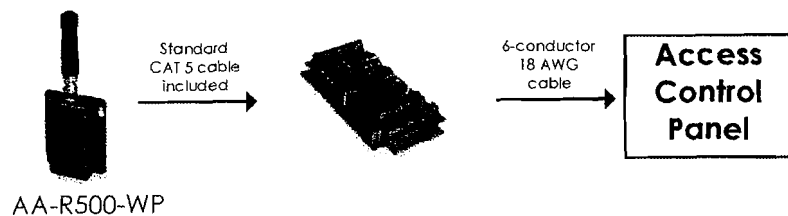
## FEATURES:

- Simultaneous multiple active tag read capability. Up to 254 serial readers can be linked via CAT 5 cabling
- Both Omni-Directional and Directional antennas are available
- Wiegand, Serial or Ethernet LAN protocols
- Small, lightweight, with low power draw
- *AutoLocate™* Dynamic Tag Tracking
- Adjustable Tag read range .5 to 600 feet with standard antennas
- Secure Encrypted Transmission between tags and readers
- Sensitivity adjustments are programmable via PC

## BASIC SERIAL CONFIGURATION



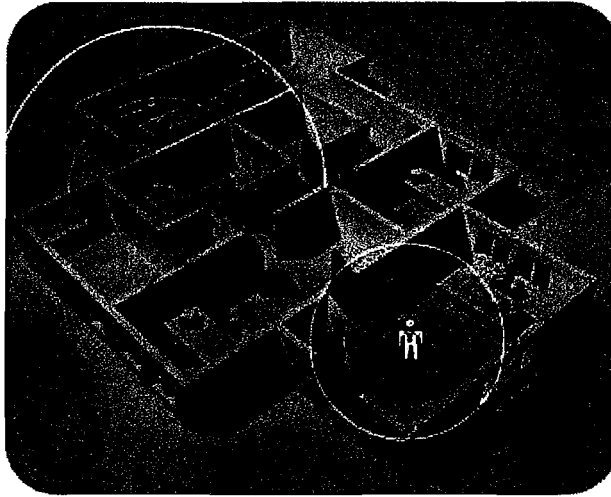
## BASIC WIEGAND CONFIGURATION





AutoAccess tags and readers provide an accurate, real-time and dynamic means to detect, track, control, and monitor assets, vehicles, and personnel. This technology can be applied to operations and processes in all types of industries.

**Zone Control RFID  
Tracking in an office  
environment**



**APPLICATIONS:**



transportation



mining



emergency  
evacuation



gated  
communities



petrochemical



healthcare



manufacturing

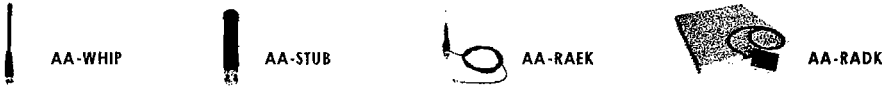


supply chain

**ASSET, VEHICLE and PERSONNEL ID TAGS**



**OPTIONAL DIRECTIONAL and OMNI-DIRECTIONAL ANTENNAS**



\* See AAID™ Warranty policy for details

**AAID Security Solutions, Inc.**

101 TDK Blvd., Suite E  
Peachtree City, GA 30269  
Phone: 770.632.8878  
Fax: 770.632.8810  
E-mail: sales@autoaccessid.com  
Web Site: www.autoaccessid.com

Subsidiary of Security Holding Enterprises, Inc.



Security Solutions

**Reader Specifications:**

**Frequency:**  
Rx Frequency 433.92 MHz

**Electrical:**  
Power requirement  
12.5VDC - 14.5VDC, ±30mA

**Environmental:**  
Operational Temperature  
-40 °F to +158 °F  
Storage Temperature  
-40 °F to +158 °F  
Humidity  
5% to 90% (non-condensing)

**AA-R500-SP/AA-R500-WP Physical:**

Size 84mm x 40mm x 19mm  
Weight 45 grams  
Color Dark Grey

**AA-R300  
Physical:**

Size 32mm x 33mm x 14mm  
Weight Approx. 14 gms  
Color Dark Grey

**AA-R400  
Physical:**

Size 81mm x 57mm x 20mm  
Weight Approx. 72 gms  
Color Ice Blue

**Wiegand Interface  
(Included with AA-R500-WP purchase)**

**Physical:**

Size 110mm x 60mm x 25mm  
Weight Approx. 113 gms  
Color Dark Grey

Security Solutions

# Ultra Long Range Tags for Vehicle, Asset, and Personnel Tracking

The AutoAccess series of Ultra Long Range RFID Tags are used for hands-free asset protection, vehicle identification and personnel tracking.

## VEHICLE IDENTIFICATION

Identify and track vehicles at airports, gated communities, truck and bus terminals, employee parking lots and military installations, etc.

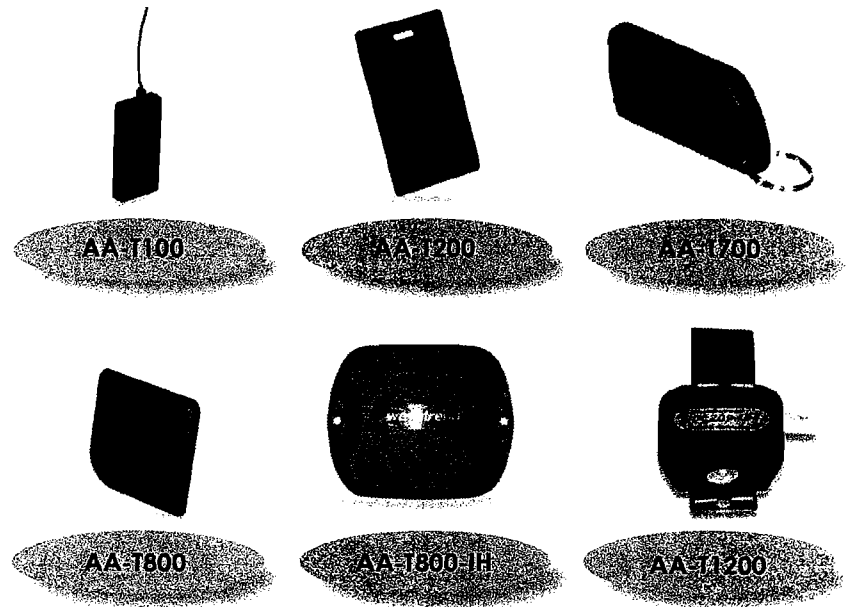
## ASSET PROTECTION

Identify and track laptop and desktop computers, office machines, tools, telephones, shop equipment, in hospitals, office buildings, retail stores, warehouses, and industrial facilities, etc.

## PERSONNEL TRACKING

Identify and track employees and visitors in military bases, office buildings, mines, hospitals and warehouses for access control, emergency evacuation and mustering. Multiple tags can be functionally linked to each other to match employees to laptops, drivers to vehicles and trucks to trailers, etc.

AAID Security Solutions, Inc.



### FEATURES:

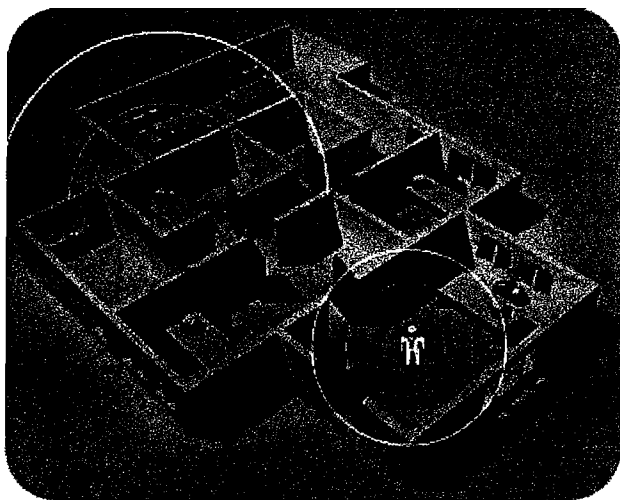
- Reliable low power consumption battery life. Tags are guaranteed for up to 5 years\*
- Secure communication algorithm between Tags and Readers
- Anti-Collision algorithm allows reader identification of multiple tags simultaneously
- *TamperDetect*<sup>™</sup> Feature can trigger alarm reports if tags are removed from assets or vehicles
- Adjustable Tag read range .5 to 600 feet with standard reader antennas
- *AutoLocate*<sup>™</sup> Beacon capability is standard in all tags

### TAG MODELS:

- AA-T100 - Covert tag for non-metallic assets
- AA-T200 - Personnel Badge Tag or Vehicle Windshield Tag
- AA-T700 - Key Fob with Panic/Duress Alarm Button
- AA-T800 - Metal Mount Tag for laptops, computers, etc.
- AA-T800-IH - Bolt-On Metal Mount Tag for trailers, forklifts, etc.
- AA-T900 - In-House Arrest Ankle Bracelet Tag
- AA-T1000 - Frame Mount Tag for bikes, motorcycles and wheelchairs
- AA-T1200 - Removable Patient Healthcare Wrist/Ankle Bracelet Tag

AutoAccess tags and readers provide an accurate, real-time and dynamic means to detect, track, control, and monitor assets, vehicles, and personnel. This technology can be applied to operations and processes in all types of industries.

## Zone Control RFID Tracking in an office environment



### APPLICATIONS:



transportation



mining



emergency evacuation



gated communities



petrochemical



healthcare



manufacturing



supply chain

### HANDS-FREE ASSET, VEHICLE and PERSONNEL ID READERS



AA-R500 with stub antenna



AA-R300



AA-R400

### OPTIONAL DIRECTIONAL and OMNI-DIRECTIONAL ANTENNAS



AA-WHIP



AA-STUB



AA-RAEK



AA-RADK-P

\* See AAID™ Warranty policy for details

\*\* Tag and reader communication distances assume optimal orientation between tag and reader. Read distances may also vary as a result of the presence of metal and environmental conditions.

## AAID Security Solutions, Inc.

101 TDK Blvd., Suite E  
Peachtree City, GA 30269

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E-mail: sales@autoaccessid.com

Web Site: www.autoaccessid.com

Subsidiary of Security Holding Enterprises, Inc.



Security Solutions

### Environmental:

Operational Temperature

-40 °F to +140 °F

Storage Temperature

-40 °F to +140 °F

Humidity

5% to 90% (non-condensing)

### Physical:

Part	Size	Weight
AA-T100	64mm x 30mm x 9mm	15 gms
AA-T200	86mm x 54mm x 5mm	15 gms
AA-T700	87mm x 38mm x 11mm	35 gms
AA-T800	85mm x 70mm x 9mm	25 gms
AA-T800-IH	123mm x 80mm x 22mm	60 gms
AA-T900 Body	60mm x 50mm x 15mm	
Strap	240mm x 20mm x 1.5mm	45 gms
AA-T1000	22mm x 38mm x 14mm	60 gms
AA-T1200	40mm x 50mm x 13mm	15 gms

### RF Specifications:

Frequency	433.92 MHz
Output Power	300 microwatts

### Range:

AA-T100	AA-T800-IH
up to 600' **	up to 400' **

AA-T200	AA-T900
up to 600' **	Up to 100' **

AA-T700	AA-T1000
up to 250' **	Up to 400' **

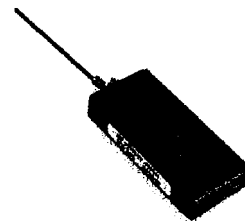
AA-T800	AA-T1200
up to 400' **	Up to 100' **

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# *AAID Security Solutions, Inc.*

## Hands-Free Vehicle and Asset ID Control Systems

### *TamperDetect™* High Security Vehicle & Asset Tags



AA-T200

AA-T100

Windshield / Asset Tag

Covert Antenna Tag

High Security requirements for Automatic Vehicle Identification Systems at Airport Flight-line Operation Areas, military bases, government buildings, ammunition depots, nuclear power plants, defense contractor facilities, and underground parking lots and garages of major U.S. corporations may demand a vehicle ID tag with a higher level of security than those normally used in gated communities, toll roads, etc. For these applications, *AAID™* provides *TamperDetect™* windshield and covert mount, high-security Vehicle Identification Tags.

*TamperDetect™* technology prevents unauthorized persons from removing an *AutoAccess™* Vehicle Tag from an "enrolled" authorized vehicle and remounting the tag on another vehicle in order to gain entry into a restricted high security area or facility. *TamperDetect™* Tags are pre-programmed to instantly lose their unique identity if they are stolen or removed from an authorized "enrolled" vehicle. Upon removal, the tag's original electronic identity is immediately wiped clean and replaced with a new false identity. The tag then begins to broadcast its presence in a "tampered tag" format. This prompts system alarms as soon as the tag is in range of an *AutoAccess™* Reader. However, lost or stolen *TamperDetect™* Tags that have been recovered are not rendered permanently inoperable. They may be reprogrammed with a new authorized tag identity by security personnel or an assigned system administrator and used again.

*AAID™ TamperDetect™* Asset Tags are also available for use in high value asset inventory control and monitoring applications. *TamperDetect™* Asset ID Tags function the same way with laptop and desktop computers, office equipment, hospital wheelchairs, and other high value assets as do *TamperDetect™* Vehicle ID Tags. In addition, the exclusive *AutoLocate™* feature can also detect thieves attempting to remove "tagged" assets from a monitored facility by hiding them in a metal container, such as a toolbox or aluminium briefcase.

## Attaching Custom Adhesive Tape To *TamperDetect™* Tags

The magnetic reed switch that enables the anti-tamper feature is located inside an **AAID™ *TamperDetect™*** Tag. It measures 1 mm wide x 7 mm long, therefore providing a bit of freedom in positioning the magnet. The sensitivity of the reed switch obviously depends on the strength of the magnet.

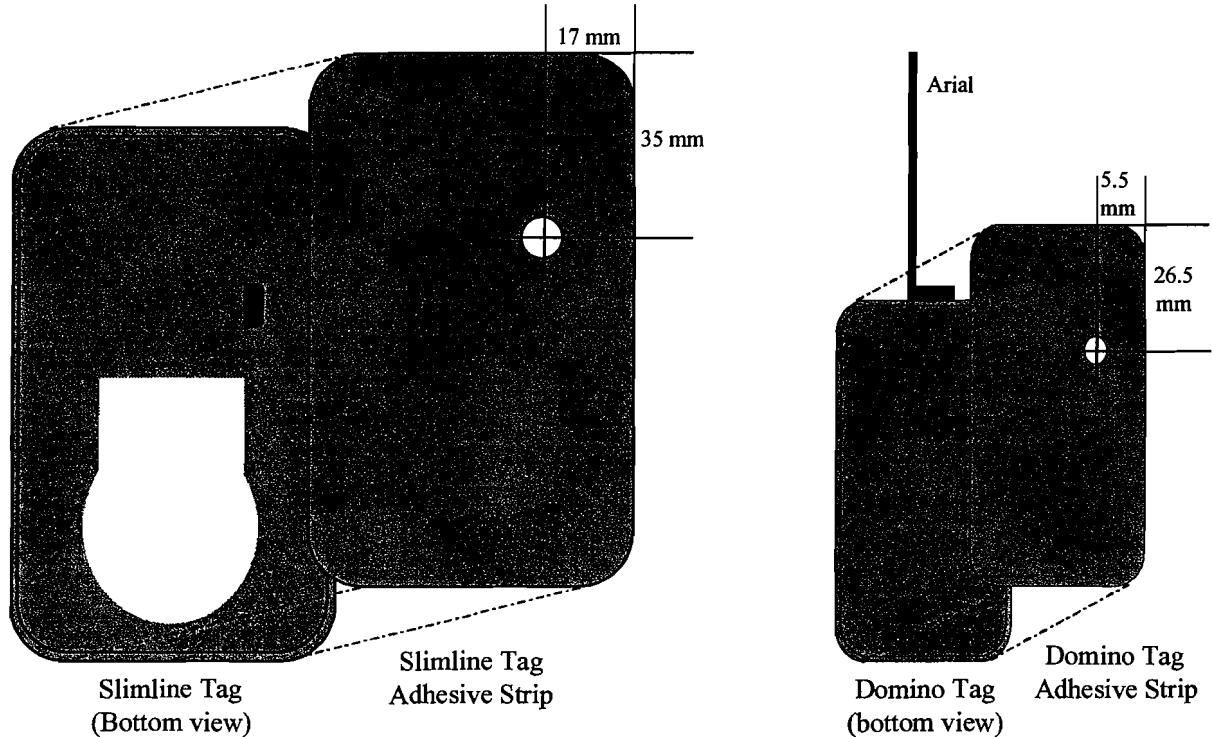


Figure 1: Reed Switch position on the *TamperDetect™* Tags – viewed from the back of the Tags

Figure 1 shows the position of the reed switch that is situated inside the *TamperDetect™* Tags. When looking at the tag from the back, the embossment of the placement of the battery can be seen. If the tag is held in such a way that the battery is at the bottom (see Figure 1), the reed switch is situated at the top to the right of the center

**AAID™** supplies custom adhesive strips that are sized to fit the tag, and pre-punched to accommodate a small magnet. The adhesive strip must be applied in such a way that the cavity for the magnet is situated as shown in Figure 1, so that the 5mm round magnet can be used (Figure 2).

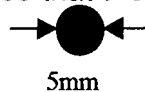


Figure 2: Magnet

For more information on **AAID™** products and services, please contact:

***AAID Security Solutions, Inc.***

101 TDK Boulevard, Suite E

Peachtree City, GA 30269

Phone: 770-632-8878

Fax: 770-632-8810

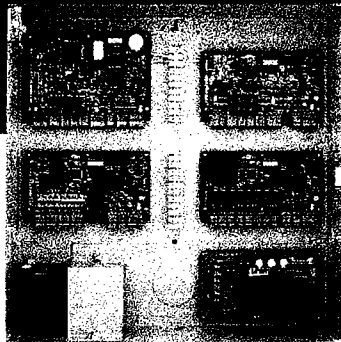
E-mail: [autoaccessid@msn.com](mailto:autoaccessid@msn.com)

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

RS2 TECHNOLOGIES

HARDWARE

# Access Management

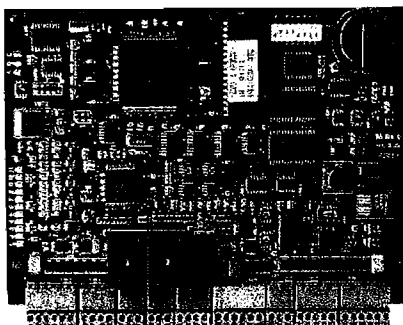


The 18" x 18" x 4" NCL-2g enclosure is capable of supporting up to eight (8) readers using RS2's 2g line of access control hardware.

## The 2g family of access control hardware brings features, performance, and value to the small system market.

The 2g family of processors is the heart of RS2 Technologies' line of economical access management hardware for the small system market. All basic 2g models support two card readers without the addition of any additional modules, making the 2g line ideal for two-door systems. And, because of the flexibility and expandability of the 2g, users do not lose any of their hardware investment as they "step up" from a basic 2g system. The 2g is available in four configurations: 2g, 2gL, 2gE, and 2gLE.

All four models are available in standard 1 MB memory configurations. They each have one RS-485 downstream port for communication with I/O panels, as well as a dial-up option. The 2g family's independent database feature is particularly useful during computer maintenance periods, as cardholders will notice no change in daily operation. The 2gE and 2gLE are Ethernet versions of the 2g and 2gL processors. Both come standard with an onboard RJ-45 Ethernet port, allowing connection to a TCP/IP network. A typical 2g or 2gE supports up to 25,000 cards, 2,500 events, and 64 readers, while a typical 2gL or 2gLE supports up to 5,000 cards, 2,500 events, and 8 readers.



All processors in the 2g family feature 1 MB of fixed on-board memory and an RS-485 downstream port for communication with I/O panels.

## RS2 introduces the next generation of industry-proven access control hardware with the 2g family of processors.

Reliability has always been a cornerstone of RS2's hardware product line. That tradition is continued with the new 2g family of processors. The 2g line is truly the next generation of reliable, industry-proven access control hardware.

The 2g is where all cardholder access decisions are made and all system event history is buffered prior to being uploaded to the host. Each 2g model stores its own database (independent of the host computer) as well as all schedule information including unlock/relock times, access times and holiday information. The 2g also supports precision card access, elevator access control, extended door unlock/allowed open timing (ADA required) and includes a full range of anti-passback capabilities. A single 2g, along with I/O modules, will support up to 64 readers, 248 input points or 248 output relays.

### The 2g line includes these features:

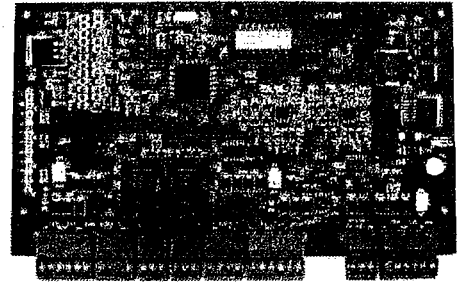
- Communication options include serial, dial-up, or TCP/IP
- 1 MB of fixed on-board memory
- Support for up to 31 reader/input/output I/O panels
- Card capacity from 5,000 to 25,000 cards (Note: The 2gL has a 5,000 card maximum capacity and the 2g has a 25,000 card capacity)
- Variable event storage capacity from 1,000 to 100,000 events
- One RS-485 2-wire channel
- "If.../Then..." type macro capability
  - Flash firmware capability for easy field upgrades
  - Support for up to 8 different card formats/technologies (Wiegand or magnetic stripe)
  - UL 294 recognized and CE approved
  - Onboard lithium battery for RAM backup and tamper/power failure status monitoring

## 2r Card Reader Modules

The 2r is a dual-reader module that will interface two card readers and associated door hardware. The 2r passes access request and status change information to the 2g for processing. When not connected to a 2g, the unit is capable of locally processing access requests based on facility code verification.

### The 2r includes these features:

- Support for magnetic, Wiegand, and proximity card readers, as well as keypads and integrated keypad readers
- Hardware interface and card format settings are loaded through software commands
- Inputs and relays assignable to door-related functions
- Relays can be configured for fail-safe or fail-secure operation
- 2-wire RS-485 serial communications at speeds up to 38.4 KBps
- Supervised or unsupervised inputs
- Up to 8 facility codes may be active in each unit



The RS2 2r card reader module allows users to add doors to their basic 2g, 2gl, 2gf, or 2gLE system.

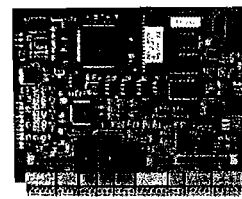
## RS2 interface modules include the 8o and 8i

The 8o will interface eight output control relays through a 2g processor. Relays are often used for status annunciation and for general facility control such as lighting, heating/cooling, door and elevator control. Relay operation may be initiated by direct operator commands, by time schedules, or by event-based procedures.

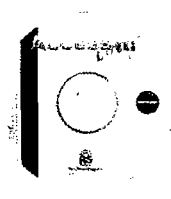
The 8i will interface eight general-purpose input monitor points through a 2g processor. Inputs are often used in alarm monitoring applications such as door sensors, glass break sensors, water/water flow sensors and smoke detector applications. The 8i can also be used in elevator applications that require floor select capability.

### Both the 8o and 8i include these features:

- 12 VDC operation
- 2-wire RS-485 serial communications at speeds up to 38.4 KBps
- Dedicated cabinet tamper and power monitor inputs
- Relays can be configured for fail-safe or fail-secure operation
- Relays support "On", "Off", and "Pulse" commands



2g processor



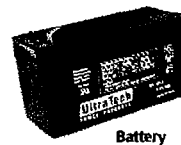
Access It! Lite  
8-reader software

## RS2's Access It!® First Step System

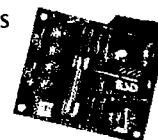
RS2's integrated Access It!® First Step System is designed to address the needs of users who want an easy-to-install, cost-effective solution for simple door control. The Access It!® First Step System combines the versatile, cost-effective 2g family of intelligent controllers with Access It!® Lite 8-reader software. Expandability for two card readers and associated door hardware is provided through the system's 2r dual-reader interface module.

### Key features of the Access It!® First Step System include:

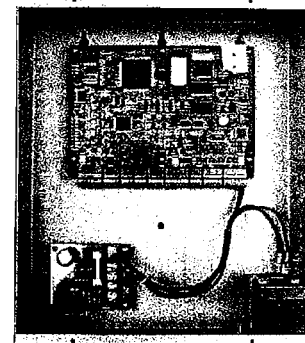
- Unit is shipped with free Access It!® Lite 8-reader software
- Expandable up to 32 readers through the use of 2r dual-reader interface modules
- Flash firmware capability for easy field upgrades
- Support for Wiegand or magnetic stripe readers
- Easy installation
- Compact 10" W x 12" H x 4" D metal enclosure
- 1 amp linear power supply and battery charger
- Battery
- Ethernet-capable version (onboard RJ-45 Ethernet port)
- Auxiliary input and output support through the use of 8i and 8o interface modules



Battery



1-amp linear power supply  
with battery charger



10" W x 12" H x 4" D metal enclosure

RS2's Access It!® First Step System is shipped with everything you need to be up and running for cost-effective 2-door control.



**Technologies**  
www.rs2tech.com

**Microsoft**  
CERTIFIED

# Access It!® Software Quick Reference

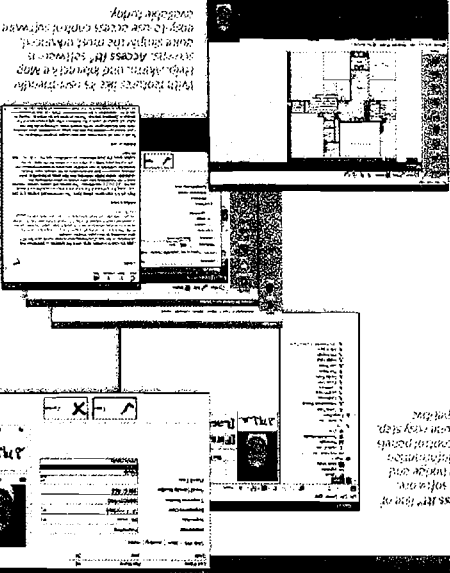
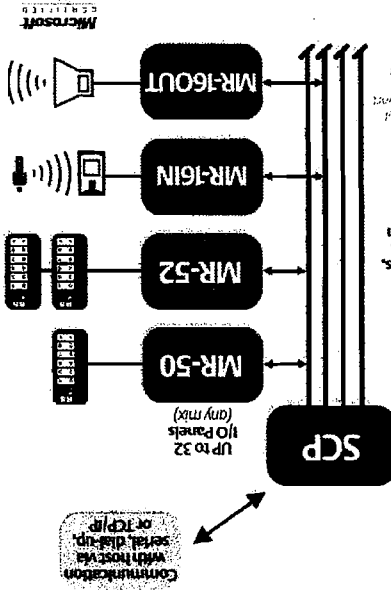
Ultra Server/TA TE	Enterprise Edition
1	5 / Unlimited**
2	Unlimited
System Users	Unlimited
Badging	Optional
Verification	Yes
User Defined Fields	20
User Defined Macros	No
Alarm Routing & Delay Scheduling	No
SCPs	1 (Mini-SCP Only)
SCPs	8 (All Models) / 255 (All Models)**
Dial-Up Capable	Yes
Tasks/SCP	256
Dial-Up Capable	Yes
Card Holders	10,000
Multiple Credentials Per Person	No
Readers	32
Access Levels	32
Access Levels/Card	6
Precision Access	No
Time Zones	32
Holidays	32
Elevator Floors/Elevator Floor Codes	No
The Database Partitioning	No
Cluster Server/Redundancy (Fail Over)	No
Database Replication for Multiple Servers	No
Transaction (3)	Transaction (3)

## R52 Access Management Hardware

R52 Technologies has developed an integrated family of access management hardware that can be configured to meet a wide variety of applications. This family of hardware is built around our workhorse SCP (System Control Processor), a 32-bit microcontroller-based unit that is scalable from 256 KB to 8 MB, making it a cost-effective solution for very small to very large systems. A variety of input/output modules, multiplexers, and communications packages (RS-485 serial, dial-up, and Ethernet via TCP/IP) provides almost unparalleled flexibility for system configuration. And, R52 can be custom-packaged these hardware components in a rugged, 16-gauge steel enclosure designed for easy installation and flexibility. R52 also offers a wide range of proximity and magnetic stripe card readers (which can be ordered with a PIN pad for numeric PIN number entry) and a large selection of proximity and smart cards.



www.r52tech.com

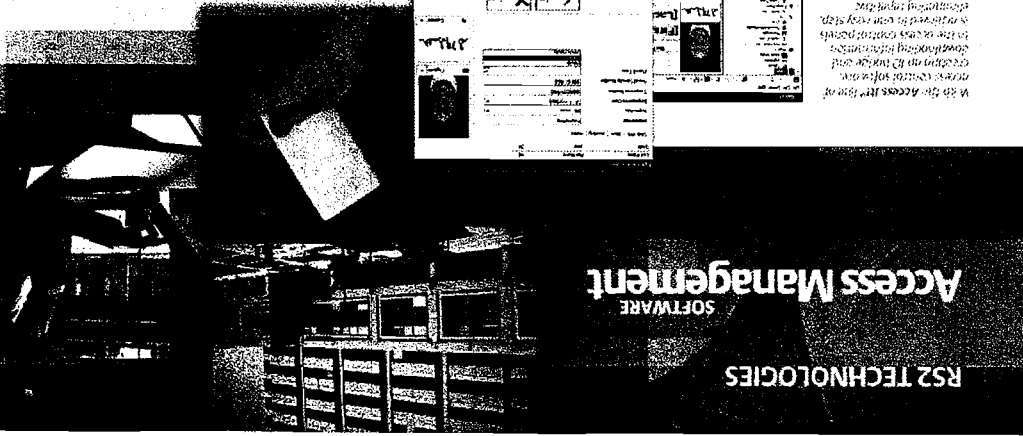


## The R52 Access It! Family of Access Management Software

R52 Technologies combines its technologically sophisticated line of hardware with the industry's most advanced, easy-to-use software - the Access It! line of access management software. The Access It! line was designed from the ground up with the end user in mind. To accommodate a wide range of applications, the line ranges from a multi-server enterprise-wide system, to a single server workstation to our Access It! Enterprise edition. By using the familiar Outlook® style interface for each version, along with clever built-in wizards, the Access It! line results in an operational access control system that captures and adds cards and changes into seamlessly forward, step-by-step operations. With this simple concept, investments in user education are minimized throughout the life of the system, while streamlining system administration tasks. Ease of data entry is accomplished through a single point of entry for employee information, making an IT badge and downloading information to the access control system as showing in one easy step, eliminating repetitive data entry. Access It! servers all access control and badgeing information to a single database and uses a powerful built-in report generator to produce a variety of useful customized reports.

- **Flexibility** - From our use of open architecture platform standards to our implementation of end-user suggestions in our software updates, R52 is the most flexible company in the access management industry.
- **Reliability** - Our products not only undergo rigorous bench and field tests, but have been proven through years of service in a variety of demanding environments.
- **Experience** - Our engineering staff boasts a long history of experience in the security industry, highlighted by a knowledge base comprised of various technical backgrounds.
- **R52 products** are available through a national network of knowledgeable dealers, who are supported through our program of continuing education and dedicated product support.

- **Innovation** - Product enhancement is a major focus of our engineering efforts. We are constantly looking for ways to simplify and improve our products.
- **Flexibility** - From our use of open architecture platform standards to our implementation of end-user suggestions in our software updates, R52 is the most flexible company in the access management industry.
- **Reliability** - Our products not only undergo rigorous bench and field tests, but have been proven through years of service in a variety of demanding environments.
- **Experience** - Our engineering staff boasts a long history of experience in the security industry, highlighted by a knowledge base comprised of various technical backgrounds.
- **R52 products** are available through a national network of knowledgeable dealers, who are supported through our program of continuing education and dedicated product support.





## An Access Management Solution for Any Size Business

The Access It® line of access control software from RS2 Technologies is quite simply the most advanced, easy-to-use software in the industry. Whether you need simple access control for a few employees in a single building or a variety of operations for thousands of employees in a multi-region system, RS2 Technologies has a cost-effective solution to meet your needs.

### Access It® Enterprise

**Access It® Enterprise** is the most user-friendly multi-server access management software available today. Whether you are operating in a single server environment or a multi-region, multi-server system, the built-in features of **Access It® Enterprise** are designed to enhance your access management system. Features include built-in badging and verification, variable dwell alarm bumping, true database partitioning, precision access control, third party (employee management) interface, alarm monitoring, and interactive mapping. When you combine these features with options like integrated third party CCTV, Intercom and DVR interfaces into a single front end, you will have the most powerful and flexible access management system available.

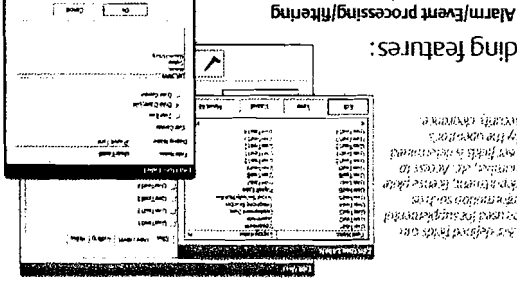
**Free Badging** – In today's heightened security environment, video IDs are no longer just a nice enhancement to an access control system – they are a necessity. **Access It® Enterprise** includes free video ID badging with every workstation license.

**Variable Dwell Alarm Bumping** – With this feature, alarms may be processed by one location during normal business hours and then automatically pushed to a different location during the night shift. System administrators looking for backup and redundancy in their security plan can configure alarm monitoring stations to bump (to another location) alarms which have not been acknowledged within a prescribed time frame.

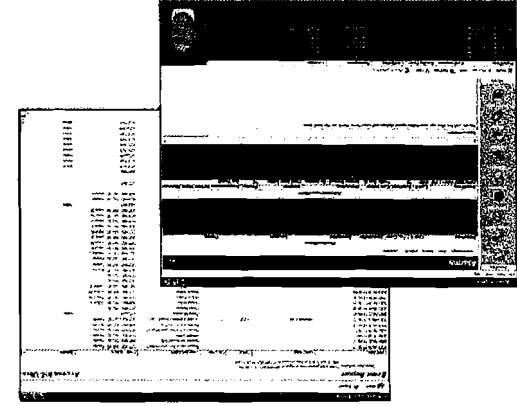
**Database Partitioning** – Multiple locations or buildings used to manage separate database systems for each facility with no way to centrally manage them. Now one database can be shared among several regions without allowing the individual local operators to see or gain access to one another's data through database partitioning. Administrators maintain total control over all system functions with the knowledge that their modifications are made system-wide by way of database replication. Deployments which require extreme reliability can be configured to run in a Microsoft® Cluster Server environment for full fail over server protection.

### Access It® Enterprise includes these outstanding features:

- Microsoft® SQL Server™ 2000 compatibility
- Single server or distributed regional servers
- Supports Microsoft® Cluster Server for hot server redundancy
- True database partitioning
- Multiple credentials per person (e.g., wallet proximity card, vehicle/parking tag, thumbprint for high security areas)
- Interfaces to various employee management systems
- Digital video recorder, Intercom, and CCTV
- Switcher interface options
- Variable dwell alarm and holiday groups
- Built-in badging/verification
- Alarm/Event processing/filtering
- Interactive graphical maps
- Hardware, dialup or TCP/IP SCP support
- Elevator control
- Automatic enrollment reader support
- Precision (single door) access control
- Built-in automatic backup utility
- Built-in paging and e-mail support
- Built-in custom report designer
- Interactive hardware tree
- Support for multiple card and reader technologies
- User definable cardholder fields
- Import/Export utility



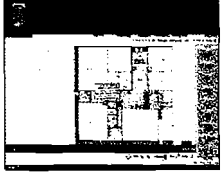
*Users can be categorized, grouped, and checked to verify their status.*



*Users can be categorized, grouped, and checked to verify their status.*

### Access It® Ultra

**Access It® Ultra** takes access control to a new level of power and ease. Designed as a small-to-intermediate-level access control, alarm monitoring and video ID badging package, **Access It® Ultra** provides an array of powerful features while still maintaining simplicity of operation. Power, flexibility and functionality are added without sacrificing day-to-day ease of system operation.

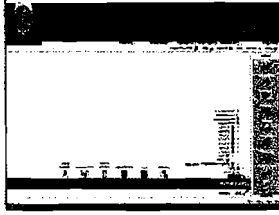


### Interactive Mapping

Our interactive mapping feature gives operators full functional control of the entire system through the use of dynamic device and alarm icons displayed on graphical maps. Changing color graphics feature fully scalable alarm presentation with automatic zoom. Maps can be acknowledged and cleared at the map level with the same functionality as at the device or alarm level. Maps have full drill-down capabilities to allow precise location of alarms, as well as full camera control, including PTZ (pan-tilt-zoom). System administrators can create their own meaningful icons by importing .jpg, .dwg, .dxd, AutoCAD files, or other engineering drawings or graphics.

### Access It® Ultra comes in Standard Edition (SE) and Titanium Edition (TE) configurations, both of which include these features:

- Stand-alone or network capable
- Microsoft® SQL Server™ 2000 compatibility
- Built-in custom report designer
- Built-in paging and e-mail support
- Import/Export utility
- User definable cardholder fields
- Variable duration holiday and holiday groups
- Digital Video recorder, Intercom, and CCTV switcher interface options
- Elevator control
- Precision (single door) access control
- Built-in automatic backup utility



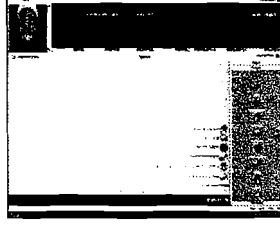
*Access It® Ultra makes a powerful interactive hardware tree, which makes it easy to manage information on all installed hardware devices.*

acts that we develop. In addition to 24-hour phone and e-mail consultation, we also use the web-based WebEx® system to assist customers with rapid diagnosis and resolution of support issues. WebEx® allows us to instantly share and interact with remote customer desktops — anywhere in the world. Through this service, customers with multiple installations can bring users together on a virtual basis to share service and support information and avoid expensive travel.

Full product documentation is available on our web site. This includes all software user manuals and hardware installation guides. General information and technical support bulletins are published on a regular basis.

customers with rapid diagnosis and resolution of support issues. WebEx® allows us to instantly share and interact with remote customer desktops — anywhere in the world. Through this service, customers with multiple installations can bring users together on a virtual basis to share service and support information and avoid expensive travel.

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*Access It® Ultra makes a powerful interactive hardware tree, which makes it easy to manage information on all installed hardware devices.*

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**CONTRACT DOCUMENTS  
BOONE COUNTY, MISSOURI  
BID NO: 36-09MAY06 – Parking Lot Access System**

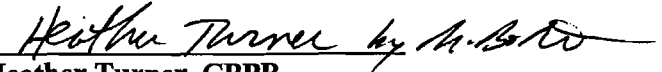
**ADDENDUM #1  
(Issued May 10, 2006)**

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. Change bid opening date to the following:  
Tuesday, May 16, 2006  
Time: 10:30 a.m. CST

By:   
Heather Turner, CPPB  
Buyer, Purchasing

BIDDER has examined copy of Addendum #1 to Bid Number 36-09MAY06 Parking Lot Access System, 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

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### **Bid Data**

Bid Number: **36-09MAY06**  
Commodity Title: **Parking Lot Access System**

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

### **Pre-Bid Conference**

Day/Date: **TUESDAY, MAY 2, 2006**  
Time: **2:00 P.M. CST**  
Location: **601 E. Walnut, Room 213  
Columbia, MO 65201**

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

Day / Date: **TUESDAY, MAY 9, 2006**  
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 6<sup>th</sup> 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, MAY 9, 2006**  
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 of Boone reserves the right to accept or reject any and all bids in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other government contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
  - 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
    - 1) the provisions of the Contract (as it may be amended);
    - 2) the provisions of the Bid;
    - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a contract for the furnishing and installation of a new wireless gate control system for the Boone County parking lot located on Ash Street between 6<sup>th</sup> and 7<sup>th</sup> streets. This project shall include reversing the entrance and exit of the current lot access control system. The bid price shall include any and all labor and materials necessary for a complete installation of the access system.
- 2.1.1. The contractor must re-use all existing gate equipment during installation of the new wireless system.
- 2.1.2. The current entrance is located on the West side of the parking lot (6<sup>th</sup> Street side).
- 2.1.3. The current exit is located on the East side of the parking lot (7<sup>th</sup> Street side).
- 2.1.4. **Entrance Requirements** - Barrier Gate, Wireless Card Reader Mounted On Pedestal and Loop Detector Assembly (Safety Loop).
- 2.1.5. **Exit Requirements** - Barrier Gate, Loop Detector Assembly (Free Exit Loop) and Loop Detector Assembly (Safety Loop).
- 2.2. **REQUIRED EQUIPMENT** – The contractor must provide all labor, materials, equipment and transportation required to furnish all parking control equipment for a complete and operable system, including but not limited to the following:
- 2.2.1. Entrance Pedestal Card Access Equipment – The existing entrance gate pedestal including gate and motor shall be incorporated into the new card reader system. The new reader shall be in a self-contained package that includes an RF module, digital signal processor (DSP), power supply, antenna, I/O ports and serial communications interface. The reader shall include an antenna that is externally mounted.
- 2.2.1.1. The reader's RF may remain in the off position until activated by a vehicle crossing via in-ground detection loop or have RF on all the time, depending on site requirements. Once activated, the AVI system shall generate an RF signal that is reflected from a compatible RF identification tag mounted in the vehicle. The reader unit shall then decode the tag data carried by the reflected signal. This data shall be transmitted to the central computer for processing. Reader shall have a DKS 1529 Controller and a memory size of no less than 125 cards.
- 2.2.1.2. The unit shall be capable of reading the following tag types:
- eGo 64 bit ID only or full 1024 bits of tag memory
  - Amtech Half frame ATA formatted
  - Amtech Full frame ATA formatted
  - Wiegand 26-bit to 56-bit identification card formats
- 2.2.1.3. The unit shall operate with beam or battery powered tags. Unit parameters shall include the following:
- Frequency Range — 912.5 to 919 MHz FCC-authorized in United States - RF Control — By sense input or host command Polarization — Horizontal or vertical
  - Range — Optimal: 3.7 m (12 ft), Maximum: 5.2 m (17 ft)
  - 110 Control — Input: Two independent dry contact closures for sense circuits. Outputs:
  - Two independent form C contacts
  - Enclosure — The reader shall be a self contained device
  - Operating Temperature: -40 to +55 ° C (-40°F to +131°F)
  - Humidity — 100% condensing - Vibration — 0.5Grms, to 500 Hz
  - Standards — Shall comply with the requirements of Underwriters Laboratories UL 1950 Standard for Safety of Information Technology Equipment
  - Licensing — The unit shall be verified to Part 15 of the FCC rules for a Class “A” digital device
  - Communications Interface — RS-232 or Ethernet

- 2.2.2. Reader Tag Cards - The tags shall be RF field disturbance devices. They shall encode the signal received from the AVI reader with a unique identification number or data message. The encoded signal shall be reflected (backscattered) back to the AVI reader. Tag parameters shall include the following:
- Frequency Range — 902 to 928 MHz
  - Typical Working Range — Optimal: 3.7 m (12 ft), Maximum: 5.2 m (17 ft)
  - Polarization - Horizontal or vertical, parallel with longer side of case
  - Power Source — Beam or battery powered
  - Service Life — Indefinite for beam powered, 5 to 10 year depending on battery tag selection.
  - 915 MHz Radio Frequency (RF) programmable, beam-powered transponder.
  - Packaged in the form of a flexible sticker much like a vehicle registration sticker.
  - Designed to be read by TransCore's eGo2I 10 RFID Reader or equivalent.
- 2.2.3. Parking Barrier Gates - This project will reuse the two existing parking barrier gates. One gate will be used in conjunction with the Wireless Card Access Equipment. Entrance barrier arm shall retract quickly on command signal from wireless card reader and return to lower position upon signal from vehicle detector beyond gate location. The second will be used as the exit gate which will retract quickly on command signal from the loop detector. Gates shall provide an effective barrier to vehicles in entrance and exit lanes.
- 2.2.3.1. Gate Arm – The contractor must re-use the existing gate arm. Height of gate arm shall be approximately 36 inches from drive level when in DOWN position.
- 2.2.3.2. Gate Arm Motors and Drives – The contractor must re-use the existing gate arm motors and drive. Motors and drives shall be adjusted for full travel.
- 2.2.3.3. Gate Arm Control – The contractor shall replace, reconfigure, or modify the gate arm control as required.
- 2.2.4. Loop Assemblies - The loop wires shall be four turns #14 U.F. as determined by design control systems with an inductance of from 30 to 1000 microhenries. The lead shall not exceed 100 feet.
- 2.2.4.1. Control Wiring - Contractor shall provide control wiring between control conduit stub-ups and equipment, and between equipment items at each control location.
- 2.2.5. Contractor Responsibilities - In connection with the placement of this equipment, the contractor will be required to provide the following:
- 2.2.5.1. Verify Power Supply - Contractor will verify power supply and existing conduit stub-up locations.
- 2.2.5.2. Verify Equipment Location - Contractor will verify with the County representative all locations of parking equipment concrete pads, if any, protection posts, if any, to assure appropriate equipment protection and access.
- 2.2.5.3. Contractor must promptly correct all defects for which the Contractor is responsible.
- 2.2.5.4. At the end of each work day, the contractor shall remove all waste and debris and shall leave the site neat and clean. .
- 2.2.5.5. **TRAINING** - Contractor to provide training for the operation and maintenance of the equipment after the equipment has been installed.
- 2.2.6. County Responsibilities - The County shall be responsible for and also approve all locations of parking equipment and loops.
- 2.2.7. **Deviation(s)** – Any deviation(s) to the above specification(s) shall be listed on a separate sheet(s) of paper and attached to the bid response form identifying the section number, component(s) with deviation(s) and a clearly defined explanation for the deviation(s).
- 2.2.8. It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. Because of the complexity and number of required specifications, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bid 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. **PREVAILING WAGE RATES** – Prevailing hourly rate of wages is not required for this project.
- 2.4. **BILLING AND PAYMENT** - Payment shall be made after the work has been completed and an invoice has been received. The vendor must reference the purchase order number on the invoice. The vendor must submit an invoice and charges must only include prices listed in the vender's bid response. No additional fees or taxes shall be included as additional charges. Invoices should be submitted to Jody Moore, 601 E. Walnut, Room 205, Columbia, MO 65201 for payment which will be made 30 days after receipt of a correct and valid invoice.

- 2.5. **INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this Contract until they have obtained all insurance required under this paragraph and the County has approved such insurance. All policies shall be in amounts, form, and companies satisfactory to the County. The County must carry an A-6 or better rating as listed in the A.M. Best or Equivalent Rating Guide.
- 2.5.1. **Compensation Insurance** – Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Workers Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.  
Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.5.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per project limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 2.5.3. **Commercial Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.5.4. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.5.5. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 2.5.6. **Indemnity Agreement** - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County of Boone, its directors, officers, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless or defend the County of Boone from its own negligence.

- 2.6. **SALES/USE TAX EXEMPTION** - County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.7. **BID CLARIFICATION** - Heather Turner, Buyer, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone (573) 886-4392 or Facsimile (573) 886-4390 or Email: [hturner@boonecountymo.org](mailto:hturner@boonecountymo.org)
- 2.7.1. **Designee** - Boone County Facilities Maintenance, 601 E. Walnut St., Room 205, Columbia, MO 65201.



**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](http://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**

	Unit Price	Qty	Extended Total
4.8.1. Dual Mode Reader with Pedestal	\$ _____	1	\$ _____
Manufacturer _____			
Model _____			
Warranty _____			
4.8.2. RFID Tags	\$ _____	90	\$ _____
Manufacturer _____			
Model _____			
Warranty _____			
4.8.3. Safety Loop Assembly Plus Saw Cutting	\$ _____	2	\$ _____
4.8.4. Free Exit Loop Assembly Plus Saw Cutting	\$ _____	1	\$ _____
4.8.5. Installation/Labor to Install System, Test, and Certify			\$ _____
<b>4.8.6. Total Installed Cost</b>			<b>\$ _____</b>

4.9. Where is your closest service representative located? \_\_\_\_\_

4.10. If service is required, what will the response time be? \_\_\_\_\_

4.11. Total installation time required: \_\_\_\_\_

4.12. 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.

4.12.1. Authorized Representative (Sign By Hand):

\_\_\_\_\_ Date: \_\_\_\_\_  
Print Name and Title of Authorized Representative

4.13. References -- Bidder must provide three (3) references for services rendered to public/commercial clients which are similar in size and scope.

4.13.1. Reference #1

4.13.1.1. Individual Name: \_\_\_\_\_

4.13.1.2. Company Name: \_\_\_\_\_

4.13.1.3. Address: \_\_\_\_\_

4.13.1.4. Telephone: \_\_\_\_\_

4.13.2. Reference #2

4.13.2.1. Individual Name: \_\_\_\_\_

4.13.2.2. Company Name: \_\_\_\_\_

4.13.2.3. Address: \_\_\_\_\_

4.13.2.4. Telephone: \_\_\_\_\_

4.13.3. Reference #3

4.13.3.1. Individual Name: \_\_\_\_\_

4.13.3.2. Company Name: \_\_\_\_\_

4.13.3.3. Address: \_\_\_\_\_

4.13.3.4. Telephone: \_\_\_\_\_



## **Standard Terms and Conditions**

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

**Heather Turner, 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  
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 36-09MAY06

\_\_\_\_\_  
(Business Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address/P.O. Box)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

(Fold Here Second – Then Seal With Tape)

---

**Boone County Purchasing Department**  
601 E. Walnut Street, Room 209  
Columbia, MO 65201-4460

Place  
Stamp  
Here

Boone County Purchasing Department  
601 E. Walnut Street, Room 209  
Columbia, MO 65201-4460

Bid Number: 36-09MAY06

Vendor Name: \_\_\_\_\_

---

(Fold Here First)

# CERTIFIED COPY OF ORDER

217 -2006

STATE OF MISSOURI

} ea.

May Session of the April Adjourned Term

Term. 20 06

County of Boone

In the County Commission of said county, on the

30<sup>th</sup>

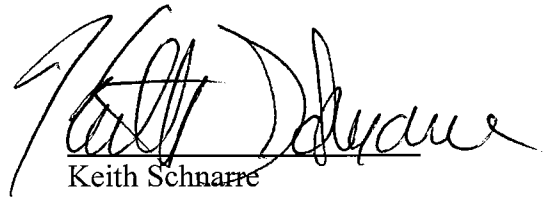
day of May

20 06

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

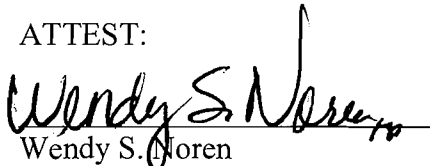
Now on this day the County Commission of the County of Boone does hereby authorize the use of the Department of Transportation's Cooperative Agreement 3-041209 Backhoes. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 30<sup>th</sup> day of May, 2006.

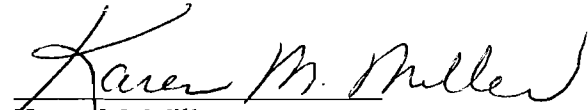


Keith Schnarre  
Presiding Commissioner

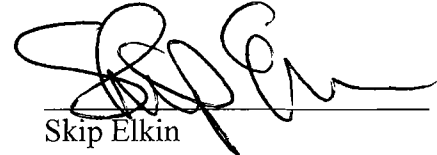
ATTEST:



Wendy S. Noren  
Clerk of the County Commission



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned Term

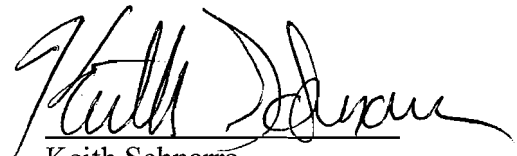
Term. 20 06

In the County Commission of said county, on the 30<sup>th</sup> day of May 20 06

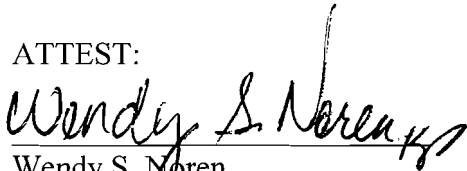
the following, among other proceedings, were had, viz:

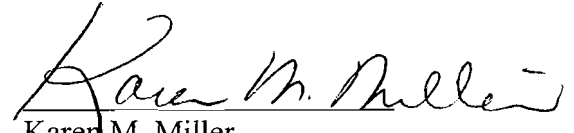
Now on this day the County Commission of the County of Boone does hereby award Bid 33-04MAY06, 2006 Chip and Seal Projects to APAC-Missouri Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 30<sup>th</sup> day of May, 2006.

  
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Nooren  
Clerk of the County Commission

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner



RECEIVED

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and APAC-Missouri, Inc. (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

**BID NUMBER 33-04MAY06**  
**2006 Chip and Seal Projects**  
**BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Asphalt Seal Coat in the amount of \$235,946.88 and the Alternate Asphalt Seal Coat in the amount of \$15,510.00 for a total contract amount of \$251,456.88.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

1. Introduction and General Terms and Conditions of Bidding
2. Primary Specifications
3. Response Presentation and Review
4. Bid Form
5. Standard Terms and Conditions
6. Statement of Bidders Qualifications
7. Performance Bond
8. Labor & Material Payment Bond
9. Technical Specifications
10. State Wage Rates-Annual Wage Order No. 12
11. Location Maps

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount:

**Two Hundred Fifty One Thousand Four Hundred Fifty Six Dollars and Eighty Eight Cents (\$251,456.88)**

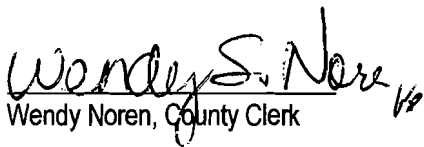
as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on \_\_\_\_\_ at  
Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI

By:   
Keith Schlarre, Presiding Commissioner

ATTEST:

  
Wendy Noren, County Clerk

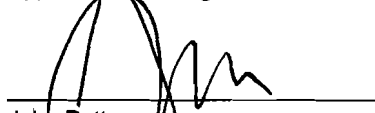
CONTRACTOR: APAC-Missouri, Inc.

By:   
Authorized Representative Signature

By: David B. Anderson  
Authorized Representative Printed Name

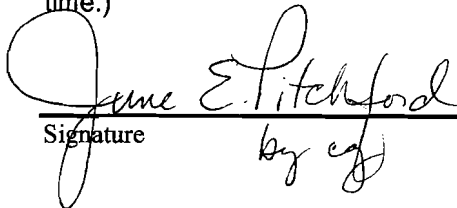
Title: Vice President

Approved as to Legal Form:

  
John Patton  
Boone County Counselor

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 a measurable county obligation at this time.)

  
Signature by ejf

2040/71100 - \$251,456.88

5/24/06  
Date

Appropriation Account

## BID FORM

	<b>ROAD LOCATION (See Attached Locations Maps)</b>	<b>Estimated S.Y.</b>
4.7.	<b>ROAD LOCATION (See Attached Locations Maps)</b>	
4.7.1.	Roy Barnes Road – MoDot 63 N. ROW, west to Harper Rd.	7,084
4.7.2.	Oakland Gravel Road – Oakland Church Rd., north to end pavement	2,464
4.7.3.	Creasy Springs Road – Brown School, south to Bridge	5,900
4.7.4.	Friendship Church Road – MoDot Hwy. 63 ROW to Low Water Crossing	7,058
4.7.5.	North Brown Station Road – Oakland Church Rd., north to MoDot Rt. B ROW	31,152
4.7.6.	Old Hwy. 63 South – MoDot Rt. A, south to N. Mt. Pleasant Rd.	11,000
4.7.7.	Old Rt. A – Old Hwy. 63 South, south to MoDot Rt. A ROW – (Includes North & South Loops)	13,250
4.7.8.	N. Mt. Pleasant Road – Old Hwy. 63 South, south to End of Rd. (2 areas, as shown on maps are to be left uncovered)	12,029
4.7.9.	Old No. 7 Rd. – Dripping Springs Rd., north to MoDot 124 ROW	61,311
4.7.10.	<b>Total Estimated Square Yards</b>	<b>151,248</b>
4.7.11.	<b>Cost per Square Yard:</b>	<b>\$ 1.56</b>
4.7.12.	<b>Total Cost – Asphalt Seal Coat</b>	<b>\$ 235,946.88</b>
4.7.13.	<b>Additional Work – Cost Per Square Yard –</b>	<b>\$ 1.56</b>
****	<b>ADD ALTERNATES – MoDot ROW *****</b>	
4.7.14.	Roy Barnes Road @ Hwy. 63 North	1,714
4.7.15.	Friendship Church Road @ Hwy. 63 North	1,424
4.7.16.	North Brown Station Road @ Rt. HH (North & South)	812
4.7.17.	North Brown Station Road @ Rt. B (North)	1,110
4.7.18.	Old No. 7 Rd. (Both Ends)	241
4.7.19.	Old Rt. A @ Rt. A (5 Intersections)	1,834
4.7.20.	Old Hwy. 63 South @ east of N. Mt. Pleasant	620
4.7.21.	<b>Total Estimated Square Yards</b>	<b>7,755</b>
4.7.22.	<b>Cost per Square Yard:</b>	<b>\$ 2.00</b>
4.7.23.	<b>Total Cost – Asphalt Seal Coat</b>	<b>\$ 15,510.00</b>

4.8. Prompt Payment Discount:   N/A   %; Net   30   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 Request for Bid which have been read and understood, and all of which are made part of this order.

4.10.1. Authorized Representative (Sign By Hand):  
  David B. Anderson   Date: \_\_\_\_\_  
  5/4/06  

4.10.2. Type or Print Signed Name:  
  DAVID B. ANDERSON - V.P.

**CONTRACT DOCUMENTS  
BOONE COUNTY, MISSOURI  
BID NO: 33-04MAY06 CHIP AND SEAL APPLICATION**

**ADDENDUM #1  
(Issued April 25, 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. The Contractor shall lay a test strip a minimum of 12 hours prior to the start of the event in order to calibrate the load. The oil supplier, Contractor, and County must be present during the calibration.

By:   
Heather Turner, CPPB  
Buyer, Purchasing


BIDDER has examined copy of Addendum #1 to Bid Number 33-04MAY06 Chip and Seal Application, receipt of which is hereby acknowledged:

Company Name: APAC-MISSOURI, INC.

Address: 4580 W. CALHOUN  
SPRINGFIELD, MO 65802

Phone Number: 417-868-6700

Fax Number: 417-868-6785

Authorized Representative Signature:   
DAVID B. ANDERSON - V.P.

Date: 5/4/06

## STATEMENT OF BIDDERS QUALIFICATIONS

Each bidder for the work included in the specifications and drawings and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of bidder: APAC - MISSOURI, INC.
2. Business address: 4580 W. CALHOUN  
SPRINGFIELD, MO 65802
3. When organized: 1/28/98 - DATE OF INCORPORATION
4. When incorporated: 1/28/98
5. If not incorporated, state type of business and provide your federal tax identification number: N/A
6. Number of years engaged in contracting business under present firm name:  

8 YEARS
7. If you have done business under different name, please give name and location:  

MASTERS - JACKSON PAVING Co.  
SPRINGFIELD, MO
8. Percent (%) of work done by own staff:  

100 %
9. Have you ever failed to complete any work awarded to your company? If so, where and why?:  

NO
10. Have you ever defaulted on a contract?:  

NO
11. List of contracts completed within last four years, including value of each:  

SEE ATTACHED
12. List of projects currently in progress:  
\* Attach additional sheets as necessary \*  

SEE ATTACHED

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.

3.2.3. The County's Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at [www.showmeboone.com](http://www.showmeboone.com). View information under *Purchasing*.

3.2.4. If you have obtained this bid document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office or web page prior to submitting your bid to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our vendor list for this bid.

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 our use.

3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until award or 60 days, whichever comes first.

3.5.4. **Award**: Award will be made to the lowest, responsible bidder meeting specifications, who presents the product or service that is in the best interest of Boone County.

3.5.5. Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.

4. **Bid Form** - 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.

4.1. Company Name: APAC - MISSOURI, INC.

4.2. Address: 4580 W. CALHOUN

4.3. City/Zip: SPRINGFIELD, MO 65802

4.4. Phone Number: 417-868-6700

4.5. Fax Number: 417-868-6785

4.6. Federal Tax ID: 61-1320131

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

## STATEMENT OF QUALIFICATIONS

<u>STAGE</u>	<u>PROJECT</u>	<u>COST</u>	<u>CONTACT</u>
COMPLETED	CITY OF BRANSON - OVERLAY 2003	\$73,260.00	CB ALDRIDGE / 417-336-0310
COMPLETED	CITY OF SPRINGFIELD - OVERLAY 2004	\$778,087.00	STEVE MEYER / 417-864-2047
COMPLETED	CITY OF OZARK - ASPHALT OVERLAY 2003	\$110,480.00	DAVID BROCK / 417-581-2407
COMPLETED	CITY OF SPRINGFIELD - OVERLAY 2003	\$1,325,206.00	STEVE MEYER / 417-864-2047
COMPLETED	MODOT - RT. 71, MCDONALD COUNTY	\$16,053,086.00	STEVE CAMPBELL / 417-455-5160
COMPLETED	MODOT - VARIOUS RT. & COUNTIES	\$10,049,689.00	MIKE MIDDLETON / 417-359-1508
ONGOING	MODOT - RT. 44, GREENE CO.	\$331,144.00	JOHNNY TEEGARDIN / 417-895-7600
ONGOING	MODOT - RT. 160, GREENE CO	\$12,800,663.00	JOHNNY TEEGARDIN / 417-895-7600
ONGOING	MODOT - RT. 249, JASPER CO	\$3,075,590.00	MIKE MIDDLETON / 417-359-1508
ONGOING	CITY OF SPRINGFIELD - AIRPORT PARKING	\$486,427.00	SHAWN SCHROEDER / 417-869-0300 X2002
ONGOING	CITY OF WEBB CITY - 2005 ASPHALT OVERLAY	\$184,091.00	JIM WALLACE / 417-673-6297
ONGOING	MODOT - RT. 59, JASPER & NEWTON CO.	\$1,058,087.00	STEVE CAMPBELL / 417-455-5160



# Bid Bond

Approved by the American Institute of Architects.  
A.I.A. Document No. A-310 (Feb. 1970 ED.)

KNOW ALL MEN BY THESE PRESENTS, that we  
APAC-Missouri, Inc.  
Box 1187, Springfield, MO 65801

as Principal, hereinafter called the Principal, and  
Liberty Mutual Insurance Company  
8044 Montgomery Rd, Suite 137, Cincinnati, OH 45326

Phone: 513-984-2222

Massachusetts

a corporation duly organized under the laws of the State of  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
Boone County Purchasing  
601 East Walnut, Room 209, Columbia, Missouri 65201  
as Obligee, hereinafter called the Obligee, in the sum of

Five Percent (5%) of Amount Bid Dollars (\$5% of Bid ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

WHEREAS, the Principal has submitted a bid for

Bid No. 33-04MAY06  
Chip and Seal Application

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with  
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract  
Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and  
material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond  
or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said  
bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said  
bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 4th day of May 2006

Ronda Slidham  
(Witness)

Elizabeth Rollins  
(Witness)

APAC-Missouri, Inc.

David B. Anderson (Principal) (Seal)  
David B. Anderson (Title) Vice President

Liberty Mutual Insurance Company

Linda S. Reynolds (Surety) (Seal)  
(Title)  
Linda S. Reynolds, Attorney-In-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY  
BOSTON, MASSACHUSETTS  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **MARK E. GARDNER, LARRY J. CRAMER, JUDITH A. PAGE, LINDA S. REYNOLDS, ALL OF THE CITY OF MERRIAM, STATE OF KANSAS**.....

....., each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100\*\*\*\*\* DOLLARS (\$ 50,000,000.00\*\*\*\*\*)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 19th day of August, 2005

LIBERTY MUTUAL INSURANCE COMPANY

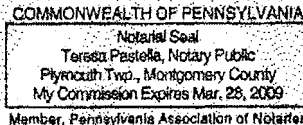
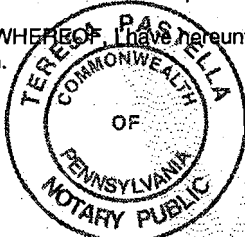
By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 19th day of August, 2005, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella  
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 4th day of MAY, 2006.



By David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or res if value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

# CERTIFICATE OF INSURANCE

022484

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

Name and Address of Agency  
 ited Service Agency, Inc.  
 ost Office Box 11765  
 Lexington, Kentucky 40577

Company Letter	Companies Affording Coverages
A B C D E F G H I	ACE American Insurance Company Indemnity Insurance Co of North America

Name and Address of Insured  
**APAC-Missouri, Inc.**  
**Springfield Branch**  
**P.O. Box 1187**  
**Springfield, MO 65801-1187**

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

Company Letter	Type of Insurance	Policy Number	Policy Expiration Date	Limits of Liability in Thousands (000)		
					Each Occurrence	Policy Aggregate
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> PREMISES - OPERATIONS <input checked="" type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input checked="" type="checkbox"/> UNDERGROUND HAZARD <input checked="" type="checkbox"/> PRODUCTS / COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> CONTRACTUAL INSURANCE <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> PERSONAL INJURY <input checked="" type="checkbox"/> OCCURRENCE FORM	* LAB 26611 Effective: 12/1/2005	12/01/06	PERSONAL INJURY INCLUDING BODILY INJURY	\$	\$
				PROPERTY DAMAGE	\$	\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED	* LAB 26611 Effective: 12/1/2005	12/01/06	BODILY INJURY (EACH PERSON) BODILY INJURY (EACH OCCURENCE)	\$	
				PROPERTY DAMAGE	\$	
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
B A A		WORKERS' COMPENSATION and EMPLOYERS' LIABILITY	WLR C 44333533 WLR C 44333545 SCF C 44333557 Effective 12/01/05	12/01/06	STATUTORY	\$ 1,000
					\$	\$
					\$	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES \* SEE REVERSE SIDE.  
 Paving Projects on N. Mt. Pleasant Rd and Creasy Springs Rd. Chip and Seal.

CANCELLATION: Should any of the above described policies be cancelled or materially changed before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

Name and Address of Certificate Holder  
 Boone County  
 601 E. Walnut, Rm. 209  
 Columbia, MO 65201

Date Issued: June 06, 2006

*Sue K. Fugate*

\_\_\_\_\_  
 AUTHORIZED SIGNATURE

- |  |   |
|--|---|
| <input type="checkbox"/> CIGNA Property and Casualty Insurance Company | <input type="checkbox"/> CIGNA Insurance Company                      |
| <input type="checkbox"/> CIGNA Fire Underwriters Insurance Company     | <input type="checkbox"/> Indemnity Insurance Company of North America |
| <input type="checkbox"/> Bankers Standard Insurance Company            | <input type="checkbox"/> Insurance Company of North America           |
| <input type="checkbox"/> Century Indemnity Company                     | <input checked="" type="checkbox"/> Ace American Insurance Company    |

POLICY IDENTIFICATION

**DECLARATIONS — GENERAL LIABILITY POLICY**

GLP

G2 16 98 34 9

RECEIVED

**NAMED INSURED**

Boone County  
601 E. Walnut, Rm. 209  
Columbia, MO 65201

**PRODUCER**

**CODE:** 274718                      **COMM:**  
United Service Agency, Inc.  
P.O. Box 11765  
Lexington, KY 40577

**MARKETING OFFICE:** 551  
**MARKET HAZARD CODE:**  
**PIIC CODE:**

POLICY IS : NEW OF

NAMED INSURED IS : CORPORATION

BUSINESS OF INSURED : TRANSPORTATION

POLICY PERIOD : FROM 6/6/06 TO See Endorsement No. 2  
12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

**PREMIUM PAYMENT CONDITIONS**

AUDIT PERIOD : NONE

PAYMENT FREQUENCY : NONE

PAYMENT SCHEDULE : NONE

TOTAL ADVANCE PREMIUM : \$ AS AGREED

PREMIUMS RESULTING FROM AUDIT ARE NOT INCLUDED IN THE ABOVE.

- ORIGINAL     PROCESSING COPY     UNDERWRITING COPY     AGENT'S COPY     EXTRA COPY

**DECLARATIONS — GENERAL LIABILITY POLICY Page 2**

POLICY IDENTIFICATION

GLP

G2 16 98 34 9

**COVERAGES AND LIMITS OF INSURANCE**

In return for the payment of premium indicated above, we agree with you to provide the following coverage(s) at the limits shown, subject to all of the terms and conditions of this policy.

**Coverage Form:** Owners' Protective Liability Insurance  
CG 00 09 07 98 and any endorsements applied  
thereto \_\_\_\_\_

**Limits of Insurance**

Aggregate Limit (Each Annual Period)	\$ 2,000,000.00
Each Occurrence Limit	\$ 2,000,000.00
Deductible Amount (this reduces the Limit of Insurance shown as applicable to each "Occurrence")	\$ -0-

**CONTRACTOR INFORMATION****Description of Operations:**

3 15292 Construction  
Operations Owner (not railroads)  
including Operations on Board Ships

Job Cost 251,456.88

**Name and Address of Designated Contractor:**

APAC-Missouri, Inc.  
P.O. Box 1187  
Springfield, MO 65801-1187

**Name and Address of involved Governmental Authority or other contracting party (if applicable):****SCHEDULE OF LOCATIONS****LOCATION NUMBER AND ADDRESS**

Boone County 2006 Chip & Seal. Paving Projects on N. Mt. Pleasant Rd and reasy Springs Rd

  
\_\_\_\_\_  
Authorized Representative

 ORIGINAL UNDERWRITING AGENT PREMIUM AUDIT

Named Insured Boone County			Endorsement Number 1
Policy Symbol GLP	Policy Number G2 16 98 34 9	Policy Period See Endorsement No. 2	Effective Date of Endorsement 6/6/06

Issued by (Name of Insurance Company)

Ace American Insurance Company

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**AMENDMENT TO CANCELLATION CONDITION**

In Section IV - Conditions No. 2.b.(1) & (2) is amended to read as follows:

"This policy may be canceled by the Company by mailing to the Named Insured and the contractor at the respective addresses shown in this policy, written notice stating when not less than SIXTY days thereafter such cancellation shall be effective."

DAB  
06-06-06

  
\_\_\_\_\_  
Authorized Agent

Named Insured Boone County			Endorsement Number 2
Policy Symbol GLP	Policy Number G2 16 98 34 9	Policy Period See Below	Effective Date of Endorsement 6/6/06

Issued by (Name of Insurance Company)  
Ace American Insurance Company

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**POLICY PERIOD**

It is hereby understood and agreed that the Policy Period is extended to expire on the latest of the following dates:

- (1) at project completion
- (2) at date required on job contract
- (3) at date of acceptance of job contract by the Named Insured

DAB  
06-06-06

  
\_\_\_\_\_  
Authorized Agent

Named Insured Boone County			Endorsement Number 3
Policy Symbol GLP	Policy Number G2 16 98 34 9	Policy Period See Endorsement No. 2	Effective Date of Endorsement 6/6/06

Issued by (Name of Insurance Company)

Ace American Insurance Company

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**ADDITIONAL EXCLUSIONS**

(A) Engineers, Architects or Surveyors Professional Liability Exclusion

It is agreed that this Policy does not apply to bodily injury or property damage arising out of the rendering of or the failure to render any professional services by or for the Named Insured, including

- (1) the preparation or approval of maps, plans, opinions, reports, designs or specifications and
- (2) supervisory, inspection or engineering services

(B) Absolute Asbestos Exclusion

It is agreed that this Policy does not apply to bodily injury or property damage directly or indirectly caused by asbestos.

(C) Absolute Pollution Exclusion

Exclusion (j) in form CG009 01 96 is deleted and replaced with the following:

"(i) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water."

DAB  
06-06-06

  
Authorized Agent





# GEORGE J. SIEBERS & CO., INC.

BONDS AND INSURANCE

June 7, 2006

Boone County Commission  
801 East Walnut, Room 245  
Columbia, Missouri 65201

Re: APAC-Missouri, Inc.  
Bid No. 33-04MAY06 2006 Chip & Seal Projects  
Contract Amount: \$251,456.88  
Bond #14-037-537

Gentlemen:

Please accept this letter as your authority to date the bonds and power of attorney on the above captioned project to coincide with the date of the contract. Once the contracts have been signed and dated, I would appreciate receiving a copy for my file.

**OFFICERS**

Mark E. Gardner  
*President*

Larry Cramer  
*Executive Vice President*

Donna K. Bukovaz  
*Vice President*

Brenda K. Lewis  
*Vice President*

Scott A. Duncan  
*Vice President*

Sincerely,

LIBERTY MUTUAL INSURANCE COMPANY

Linda S. Reynolds, Attorney-In-Fact

**POST OFFICE BOX**

P.O. BOX 9340  
Merriam, Kansas  
66201-2040

**TOLL FREE NUMBER**

1-800-255-0463

**FAX NUMBER**

1-913-236-5145

**MAIN OFFICE  
IN KANSAS**

1-913-236-4900

**PERFORMANCE BOND**

Bond No. 14-037-537

KNOW ALL PERSONS BY THESE PRESENTS, that we,

APAC-Missouri, Inc., P.O. Box 1187, Springfield, Missouri 65801

as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company  
8044 Montgomery Road #137, Cincinnati, Ohio 45326

a Corporation, organized under the laws of the State of Massachusetts

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of Two Hundred Fifty One Thousand Four Hundred Fifty Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated \_\_\_\_\_ entered into a Contract with Owner for:

**BID NUMBER 33-04MAY06  
2006 Chip & Seal Projects  
BOONE COUNTY, MISSOURI**

in accordance with specifications prepared by the County of Boone Purchasing Department, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing hourly wages and comply with all prevailing wage requirements as provided by such Contract and applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Springfield, MO & Merriam, KS, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

APAC-Missouri, Inc.  
(Contractor)

(SEAL)

BY: David B Anderson  
David B Anderson, Vice President  
Liberty Mutual Insurance Company  
(Surety Company)

(SEAL)

BY: Linda Reynolds  
(Attorney-In-Fact) Linda S. Reynolds

BY: Nancy A. Cleary  
(Missouri Representative) Nancy A. Cleary

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)



1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Springfield, MO & Merriam, KS on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

CONTRACTOR APAC-Missouri, Inc. (SEAL)

BY: David B Anderson  
David B Anderson, Vice President

SURETY COMPANY Liberty Mutual Insurance Company

BY: Linda S Reynolds  
(Attorney-In-Fact) Linda S. Reynolds

BY: Nancy A Cleary  
(Missouri Representative) Nancy A. Cleary

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint MARK E. GARDNER, LARRY J. CRAMER, JUDITH A. PAGE, LINDA S. REYNOLDS, ALL OF THE CITY OF MERRIAM, STATE OF KANSAS.

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FIFTY MILLION AND 00/100 DOLLARS (\$ 50,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 19th day of August, 2005.

LIBERTY MUTUAL INSURANCE COMPANY

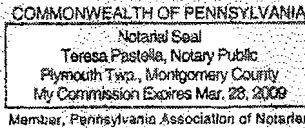
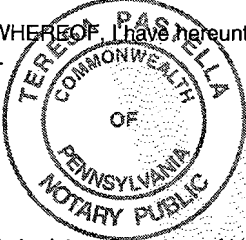


By Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 19th day of August, 2005, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



By David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or res. I value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

219-2006

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned Term

Term. 20 06

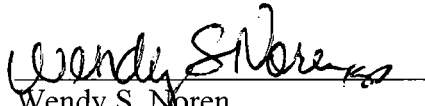
In the County Commission of said county, on the 30<sup>th</sup> day of May 20 06

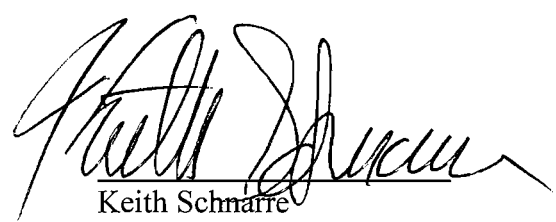
the following, among other proceedings, were had, viz:

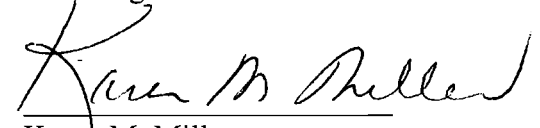
Now on this day the County Commission of the County of Boone does hereby award Bid 34-04MAY06 Micro Surfacing Projects to Missouri Petroleum Products Company LLC. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 30<sup>th</sup> day of May, 2006.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Keith Schmarre  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

**CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Missouri Petroleum Products Company LLC** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

**BID NUMBER 34-04MAY06**  
**Micro-Surfacing Projects**  
**BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Base Bid Micro-Surfacing Application in the amount of \$41,949.00, the Scratch Course Repair in the amount of \$1,020.00 and the MoDOT Row Add Alternates in the amount of \$737.50 for a total contract amount of \$43,706.50.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

1. Introduction and General Terms and Conditions of Bidding
2. Primary Specifications
3. Response Presentation and Review
4. Bid Form
5. Standard Terms and Conditions
6. Performance Bond
7. Labor & Material Payment Bond
8. State Wage Rates-Annual Wage Order No. 12
9. Technical Specifications
10. Location Maps

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.



The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount:

**Forty Three Thousand Seven Hundred Six Dollars and Fifty Cents (\$43,706.50)**

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on \_\_\_\_\_ at  
Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI

By: *Keith Schnarre*  
Keith Schnarre, Presiding Commissioner

ATTEST:

*Wendy S. Noren*  
Wendy Noren, County Clerk

CONTRACTOR: Missouri Petroleum Products Company LLC

By: *[Signature]*  
Authorized Representative Signature

By: Mark McCollough  
Authorized Representative Printed Name

Title: Vice President

Approved as to Legal Form:

*[Signature]*  
John Patton  
Boone County Counselor

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 a measurable county obligation at this time.)

*June E. Pitchford*  
Signature *by cgl*

5/24/04  
Date

2040/71100 - \$43,706.50

Appropriation Account

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we,

Missouri Petroleum Products Company LLC

1620 Woodson Road, St. Louis, MO 63114

as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02117 (617) 357-9500

a Corporation, organized under the laws of the State of Massachusetts

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of Forty Three Thousand, Seven Hundred Six & 50/100 (\$43,706.50) Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated \_\_\_\_\_ entered into a Contract with Owner for:

**BID NUMBER 34-04MAY06  
Micro-Surfacing Application  
BOONE COUNTY, MISSOURI**

in accordance with specifications prepared by the County of Boone Purchasing Department, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing hourly wages and comply with all prevailing wage requirements as provided by such Contract and applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

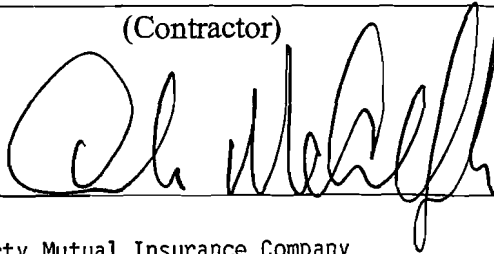
IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at           Kansas City, Missouri          , on this            day of           , 20   .

Missouri Petroleum Products Company LLC

(Contractor)

(SEAL)

BY:

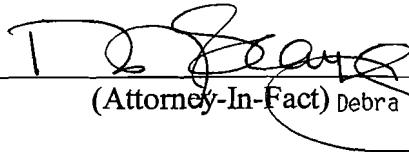


Liberty Mutual Insurance Company

(Surety Company)

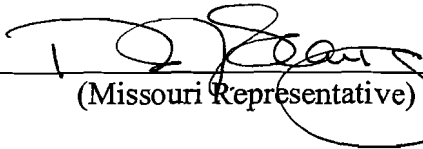
(SEAL)

BY:



(Attorney-In-Fact) Debra J. Scarborough

BY:



(Missouri Representative) Debra J. Scarborough

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, Missouri Petroleum Products Company LLC, 1620 Woodson Road, St. Louis, MO 63114,

as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company 175 Berkeley Street, Boston, MA 02117 (617) 357-9500

a corporation organized under the laws of the State of Massachusetts, and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

Forty Three Thousand, Seven Hundred Six & 50/100 DOLLARS

(\$ 43,706.50), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Owner for

**BID NUMBER 34-04MAY06  
Micro-Surfacing Application  
BOONE COUNTY, MISSOURI**

in accordance with specifications prepared by the County of Boone which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

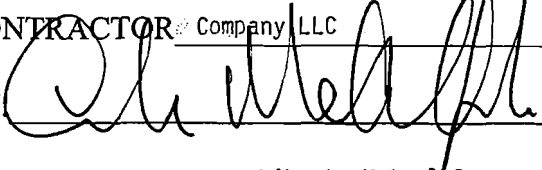
2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.


D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.


IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Kansas City, Missouri on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

CONTRACTOR Missouri Petroleum Products Company LLC (SEAL)

BY: 

SURETY COMPANY Liberty Mutual Insurance Company

BY:   
(Attorney-In-Fact) Debra J. Scarborough

BY:   
(Missouri Representative) Debra J. Scarborough

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint DAVID M. LOCKTON, JAMES C. PATEIDL, PATRICK T. PRIBYL, MELISSA D. EVANS, DEBRA J. SCARBOROUGH, MARY T. FLANIGAN, CHRISTY M. MCCART, CLAUDIA MANDATO, KEVIN B. ALEXANDER, CLIFFORD B. YOUNG, PATRICK T. MOUGHAN, RONALD J. LOCKTON, CAROLYN VAN HAAREN, LAURA E. COON, JEFFREY C. CAREY, KERRY A. MARVEL, ALL OF THE CITY OF KANSAS CITY, STATE OF MISSOURI

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FIFTY MILLION AND 00/100 \*\*\*\*\* DOLLARS (\$ 50,000,000.00 \*\*\*\*\* ) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 14th day of February, 2006

LIBERTY MUTUAL INSURANCE COMPANY

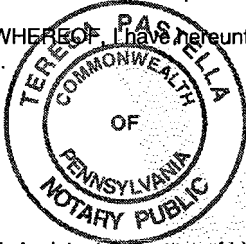
By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 14th day of February, 2006, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2009
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this \_\_\_\_\_ day of \_\_\_\_\_



By David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

- 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until award or 60 days, whichever comes first.
- 3.5.4. **Award:** Award will be made to the lowest, responsible bidder meeting specifications, who presents the product or service that is in the best interest of Boone County.
- 3.5.5. Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.
- 4. **Bid Form – 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.**
- 4.1. Company Name: Missouri Petroleum Products Company LLC
- 4.2. Address: 1620 Woodson Road
- 4.3. City/Zip: St. Louis, MO 63114
- 4.4. Phone Number: (314) 991-2180 x.202
- 4.5. Fax Number: (314) 991-9624
- 4.6. Federal Tax ID: 43-1845744
- 4.6.1.  Corporation  
 Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) Limited Liability Company

**COPY**

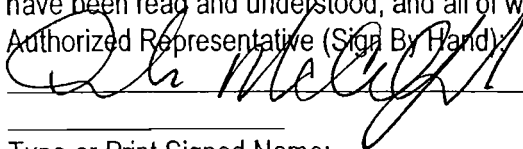


## BID FORM

	<b>ROAD LOCATION (See Attached Locations Maps)</b>	<b>Estimated S.Y.</b>
4.7.1.	Winding Trails Drive – New Haven Road to Winding Trail Court	2,150
4.7.2.	Winding Trails Court – Winding Trails Drive to end	1,250
4.7.3.	Meadow Lark Lane – MoDot Ponderosa to MoDot Ponderosa	6,600
4.7.4.	Prairie Circle – Meadow Lark Lane to Meadow Lark Lane	1,720
4.7.5.	Schooner Road – Meadow Lark Lane to Meadow Lark Lane	2,500
4.7.6.	<b>Total Estimated Square Yards</b>	<b>14,220</b>
4.7.7.	<b>Cost per Square Yard:</b>	<b>\$ 2.95</b>
4.7.8.	<b>Total Cost – Micro Surfacing</b>	<b>\$41,949.00</b>
4.7.9.	<b>Additional Work – Cost Per Square Yard –</b>	<b>\$ 1,000.00</b>
****	*****	
4.7.10.	<b>Scratch Course Repair</b>	<b>340</b>
4.7.11.	<b>Cost per Square Yard:</b>	<b>\$ 3.00</b>
4.7.12.	<b>Total Cost – Scratch Course Repair</b>	<b>\$ 1020.00</b>
****	<b>ADD ALTERNATES – MoDot ROW *****</b>	
4.7.13.	Meadow Lark Lane (x 2)	250
4.7.14.	<b>Cost per Square Yard:</b>	<b>\$ 2.95</b>
4.7.15.	<b>Total Cost – ALTERNATE - Micro Surfacing</b>	<b>\$ 737.50</b>

4.16. Prompt Payment Discount: 0 %; Net N/A Days

4.17. 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.

4.17.1. Authorized Representative (Sign By Hand):  Date: 5-4-2006

4.17.2. Type or Print Signed Name: Mark McCollough, Vice President

**STATEMENT OF BIDDERS QUALIFICATIONS**

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Each bidder for the work included in the specifications and drawings and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of bidder: Missouri Petroleum Products Company LLC
2. Business address: 1620 Woodson Road  
St. Louis, Missouri 63114
3. When organized: 1950
4. When incorporated: 1980
5. If not incorporated, state type of business and provide your federal tax identification number: \_\_\_\_\_
6. Number of years engaged in contracting business under present firm name:  

68 years
7. If you have done business under different name, please give name and location:  

N/A
8. Percent (%) of work done by own staff:  

100%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?:  

NO
10. Have you ever defaulted on a contract?: NO
11. List of contracts completed within last four years, including value of each:  

See attached lists
12. List of projects currently in progress:  
\* Attach additional sheets as necessary \*  

See attached list

**REFERENCES:****2005 Micro Surfacing Jobs Completed**

<b>Site</b>	<b>Owner/Address</b>	<b>Representative</b>	<b>Size</b>
<b>St. Louis County Var. County Roads Proj. No. CR-1108</b>	<b>St. Louis County Div. Of Hwys 121 S. Meramec St. Louis, MO 63105</b>	<b>Jerry Harris 615-1150</b>	<b>289,408 Sq. Yds.</b>
<b>Howell/Oregon Co.'s Rte. 63, Bus. Rt. 63 &amp; Rt. 160, Job No.'s J9P0517 &amp; J9M0055</b>	<b>Missouri D.O.T. P.O. Box 345 Willow Springs, MO 65793</b>	<b>Phill Knott 417/469-2589</b>	<b>416,462 Sq. Yds.</b>
<b>City Streets Ballwin, MO</b>	<b>City of Ballwin, MO 200 Park Drive Ballwin, MO 63011</b>	<b>Gary Kramer 636/227-9000</b>	<b>22,418 Sq. Yds.</b>
<b>City Streets City of Town and Country, MO</b>	<b>City of Town &amp; Country 1011 Municipal Center Dr. Town &amp; Country, MO 63131</b>	<b>Dan Fauke 432-6606</b>	<b>97,900 Sq. Yds. (Micro) 49,000 Sq. Yds. (Slurry)</b>
<b>Various Streets Madison County Collinsville</b>	<b>Collinsville Twtnship Rd/Bridge 1407 N. Bluff Road Collinsville, IL 62234</b>	<b>Larry Trucano 618/344-0013</b>	<b>37,722 Sq. Yds.</b>
<b>Var. Village Streets Bel-Ridge, MO</b>	<b>Village of Bel-Ridge 8842 Natural Bridge Rd. Bel-Ridge, MO 63121</b>	<b>Greg Hunn 429-2878</b>	<b>17,538 Sq. Yds.</b>
<b>York Woods Subd. Hwy. 40 &amp; McKnight</b>	<b>Owner: Trustees of York Woods Subdivision Prime Contractor: N.B. West Contracting</b>	<b>Larry West West Contracting 962-3145</b>	<b>27,000 Sq. Yds.</b>
<b>Village Streets Glen Carbon, IL</b>	<b>Village of Glen Carbon, IL 151 No. Main Street Glen Carbon, IL 62034</b>	<b>Robert Massa 618/659-0900</b>	<b>49,974 Sq. Yds.</b>
<b>Village Streets Maryville, IL</b>	<b>Village of Maryville, IL 2520 N. Center Street Maryville, IL 62062</b>	<b>Robert Massa 618/659-0900</b>	<b>10,950 Sq. Yds.</b>
<b>Var. City Streets Hannibal, MO</b>	<b>City of Hannibal 320 Broadway Hannibal, MO 63401</b>	<b>Jim Burns 573/221-0111</b>	<b>25,052 Sq. Yds.</b>

## 2004 Micro Surfacing Jobs Completed

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Site	Owner/Address	Representative	Size
St. Louis County Var. County Roads Proj. No. CR-1090	St. Louis County Div. Of Hwys 121 S. Meramec St. Louis, MO 63105	Gerry Harris 615-1150	505,087 Sq. Yds.
Schuyler Co., MO Job No. J2P0731 Route 63	Missouri D.O.T. Kirksville Proj. Ofc. P.O. Box 8 Kirksville, MO 63501	Philip Sandifer 660/785-2470	174,343 Sq. Yds.
Shelby & Marion Co.'s Job No. J3P0694 Route 36	Missouri D.O.T. Hannibal Proj. Ofc. P.O. Box 1067 Hannibal, MO 63401	Macy Rodenbaugh 573/248-2441	426,356 Sq. Yds.
Forsyth & North Meramec Proj. PW-2003-07	City of Clayton, MO 10 North Bemiston Ave. Clayton, Missouri 63105	Gary Scheipeter 290-8550	71,000 Sq. Yds.
Various Residential & Commercial Streets in Clayton	City of Clayton, MO 10 North Bemiston Ave. Clayton, Missouri 63105	Gary Scheipeter 290-8550	(Res) 82,095 Sq. Yds (Com) 49,014 Sq. Yds.
City Streets Richmond Hghts	City of Richmond Hghts 1330 S. Big Bend Blvd. Richmond Hghts, MO 63117	Bruce Murray 645-0404	43,385 Sq. Yds.
City Streets Ballwin, MO	City of Ballwin, MO 200 Park Drive Ballwin, MO 63011	Gary Kramer 636/227-9000	30,117 Sq. Yds.
Pardee Road Crestwood	City of Crestwood, MO One Detjen Drive Crestwood, MO 63126	Craig J. Wilde 729-4735	23,120 Sq. Yds.
Various Streets Village of Glen Carbon, IL	Village of Glen Carbon 151 No. Main Street Glen Carbon, IL 62034	Tom Sedlacek 618/288-1200	66,407 Sq. Yds.
Various Streets Village of Maryville IL	Village of Maryville 2520 N. Center Street Maryville, IL 62062	Larry Gullede 618/345-7027	15,100 Sq. Yds.
(Sub for Micro- Surfacing, Inc.) Arterial Roads In St. Louis County AR 1089	St. Louis County Div. Of Hwys. 121 S. Meramec St. Louis, MO 63105	Gerry Harris 615-1150	65,594 Sq. Yds.

## 2003 Micro Surfacing Jobs Completed

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Site	Owner/Address	Representative	Size
St. Louis County Var. County Roads Proj. CR-1050	St. Louis County Div. Of Hwys 121 S. Meramec St. Louis, MO 63105	Carl Sexauer 615-1150	393,705 Sq. Yds.
City of Normandy Var. City Streets Proj. 2003-PW-02-A	City of Normandy 7700 Natural Bridge Rd. Normandy, MO 63121	Rodney Jarrett 524-8655	32,995 Sq. Yds.
City of Clayton Var. City Streets Proj. PW-2003-06	City of Clayton, MO 10 N. Bemiston Avenue Clayton, MO 63105	Gary Scheipeter 290-8550	63,421 Sq. Yds.
St. Charles Co. Foristell and Osage Ridge Roads Proj. 2-2003	St. Charles Co. Hwy 201 No. Second St. St. Charles, MO 63301	Richard Pieper (636) 949-7305	2.40 Miles
City of Crestwood Var. City Streets 2003 Program	City of Crestwood Government Center #1 Detjen Drive Crestwood, MO 63126	John P. Kohler 729-4720	40,801 Sq. Yds.
Cole, Callaway & Camden Counties Job No. J5P0795B	Mo. Dept. of Transp. Columbia Proj. Ofc. 511 Conley Road Columbia, MO 65201	Bert Maddox (573) 884-4750	269,016 Sq. Yds.
Boone, Cooper & Pettis Counties Job No. J5P0795C	Mo. Dept. of Transp. Columbia Proj. Ofc. 511 Conley Road Columbia, MO 65201	Bert Maddox (573) 884-4750	364,437 Sq. Yds.
Glen Carbon, IL 2003 Micro Program	Village of Glen Carbon 151 No. Main Street Glen Carbon, IL 62034	T. Sedlacek (618) 288-1200	61,140 Sq. Yds.

## LIST OF MICRO-SURFACING PROJECTS

## YEAR 2001 PROJECTS

SITE	OWNER/ADDRESS	REPRESENTATIVE	SQ. YDS.
St. Louis County Micro of Streets	St. Louis County Div. Of Hwys. 121 S. Meramec St. Louis, MO 63105	Dave Powers, P.E. 615-3254	436,470
Normandy, MO Micro of City Streets	City of Normandy 7700 Natural Bridge Normandy, MO 63121	Rodney Jarrett 267-3695	24,856
Town & Country Micro-Surfacing	City of Town/Country 1011 Municipal Cntr Dr. Town & Country, MO 63121	Doug Hopkins 432-6606	52,743
University City Micro of Streets	City of Univ. City 6801 Delmar Blvd. University City, MO 63130	Becky Grunbaum 862-0694	62,590
As Sub For Vance	Rte. 54, Camden Co. Bus. 50/Cole Co.	MDOT/JSP0794D Call Order 502  Prime Contractor VANCE BROS. Jeff Vance (816) 923-4325	210,754

## YEAR 2002 PROJECTS

St. Louis County County Roads CR-1022	St. Louis County Div. Of Hwys 121 S. Meramec St. Louis, MO 63105	Firmin Hanneke 615-1150	416,265
St. Louis County Arterial Roads AR-1021	St. Louis County Div. Of Hwys	Firmin Hanneke 615-1150	306,808
St. Charles Co. Proj. 2-2002 County Streets	St. Charles Co. Hwy 201 No. Second St. St. Charles, MO 63301	Richard Pieper (636) 949-7305	50,000
City of Ballwin City Streets	City of Ballwin 14811 Manchester Rd. Ballwin, MO 63011	Art Levoy (636) 227-9000	174,839
City of Crestwood City Streets	City of Crestwood One Detjen Drive Crestwood, MO 63126	John P. Kohler 729-4736	61,270
City of Normandy City Streets	City of Normandy 7700 Natural Bridge Road Normandy, MO 63121	Rodney Jarrett 524-8655	43,620

**Missouri Petroleum Products Company LLC  
Upcoming Microsurfacing Jobs 2006**

as of 5/2006		
<u>Site</u>	<u>Owner</u>	<u>Size (in sqare yards)</u>
St. Louis County Various Locations	St. Louis County	195,380
Various Locations	MoDOT	32,530
		58
		17,500
Various Streets	City of Wildwood	19,000
Various Streets	City of Moberly	103,500
Various Streets	City of Chesterfield	33,992
Various Streets	City of Houston	38,000

**CONTRACT DOCUMENTS  
BOONE COUNTY, MISSOURI  
PID NO: 34-04MAY06 MICRO-SURFACING APPLICATION**

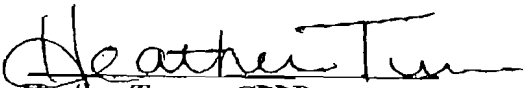
**ADDENDUM #1  
(Issued April 25, 2006)**

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. The Boone County North Facility located at 5501 Oakland Gravel, Columbia, MO 65202 is available for the Contractor to stockpile aggregate to be used for projects under contract by Boone County only.

By:   
Heather Turner, CPPB  
Buyer, Purchasing

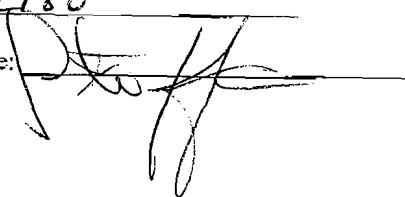
BIDDER has examined copy of Addendum #1 to Bid Number 34-04MAY06 Micro-Surfacing Application, receipt of which is hereby acknowledged:

Company Name: Missouri Petroleum

Address: 1620 Woodson Rd  
ST. LOUIS, MO 63114

Phone Number: 314-991-2180

Fax Number: 314-991-4037

Authorized Representative Signature: 

Date: 4-25-06



THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Missouri Petroleum Products Company LLC  
1620 Woodson Road, St. Louis, MO 63114  
as Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company  
175 Berkeley Street, Boston, MA 02117

a corporation duly organized under the laws of the State of MA  
as Surety, hereinafter called the Surety, are held and firmly bound unto Boone County, Missouri  
801 E. Walnut, 1st Floor, Columbia, MO 65201

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

WHEREAS, the Principal has submitted a bid for  
Bid No. 34-04MAY06, Micro Surfacing Application

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in  
accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with  
good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished  
in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the  
Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such  
larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this  
obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 4th day of May, 2006 .

Laura L. Lentz  
(Witness)

Missouri Petroleum Products Company LLC  
[Signature]  
(Principal) (Seal)  
(Title)

[Signature]  
(Witness)

Liberty Mutual Insurance Company  
(Surety) (Seal)  
[Signature]  
(Title)

Debra J. Scarborough, Attorney-in-fact  
Surety Phone No. 617-357-9500

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY  
BOSTON, MASSACHUSETTS  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

DAVID M. LOCKTON, JAMES C. PATEIDL, PATRICK T. PRIBYL, MELISSA D. EVANS, DEBRA J. SCARBOROUGH, MARY T. FLANIGAN, CHRISTY M. MCCART, CLAUDIA MANDATO, KEVIN B. ALEXANDER, CLIFFORD B. YOUNG, PATRICK T. MOUGHAN, RONALD J. LOCKTON, CAROLYN VAN HAAREN, LAURA E. COON, ALL OF THE CITY OF KANSAS CITY, STATE OF MISSOURI

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FIFTY MILLION AND 00/100 DOLLARS (\$ 50,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 21st day of October, 2005

LIBERTY MUTUAL INSURANCE COMPANY

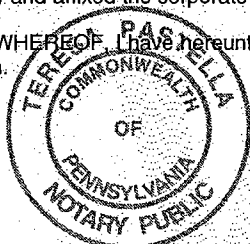
By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 21st day of October, 2005, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires Mar. 28, 2009  
Member, Pennsylvania Association of Notaries

By Teresa Pastella  
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this MAY 04 2006 day of



By David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or res. il value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



June 6, 2006


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

Re: Missouri Petroleum Products Company LLC  
Bond #674009933  
Contract Amount: \$43,706.50  
Project: Bid Number 34-04MAY06, Micro-Surfacing Application

This letter will serve as your authority to date the Bonds and the Powers of Attorney on the above captioned project.

Very truly yours,

Liberty Mutual Insurance Company

By:   
Debra J. Scarborough  
Attorney-in-Fact

**Certificate of Insurance**

This certificate is issued as a matter of information only and confers no rights upon you the certificate holder. This certificate is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed below.

**This is to certify that (Name and address of Insured)**

MISSOURI PETROLEUM PRODUCTS COMPANY, LLC  
 520 WOODSON RD  
 ST LOUIS, MO 63114-6179



is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

Expiration Type	Eff./Exp. Date(s)	Policy Number(s)	Limits of Liability	
<input type="checkbox"/> Continuous* <input type="checkbox"/> Extended <input checked="" type="checkbox"/> Policy Term	03/31/2006 / 03/31/2007	WC7-141-431768-916	<b>Coverage afforded under WC law of the following states:</b> AR, IL, KS, MO, OK, PA, TX	<b>Employers Liability</b> <b>Bodily Injury By Accident</b> \$1,000,000 <b>Each Accident</b> <b>Bodily Injury By Disease</b> \$1,000,000 <b>Policy Limit</b> <b>Bodily Injury By Disease</b> \$1,000,000 <b>Each Person</b>
<b>Workers Compensation</b>				
<b>General Liability</b> <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence  <input type="checkbox"/> Retro Date	03/31/2006 / 03/31/2007	TB2-141-431768-926	<b>General Aggregate-Other than Prod/Completed Operations</b> \$2,000,000 <b>Products/Completed Operations Aggregate</b> \$2,000,000 <b>Bodily Injury and Property Damage Liability</b> \$1,000,000 <b>Per Occurrence</b> <b>Personal and Advertising Injury</b> \$1,000,000 <b>Per Person / Organization</b> <b>Other Liability</b>	<b>Other Liability</b>
<b>Automobile Liability</b> <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Non-Owned <input checked="" type="checkbox"/> Hired	03/31/2006 / 03/31/2007	AS2-141-431768-936	<b>Each Accident - Single Limit - B. I. and P. D. Combined</b> \$1,000,000 <b>Each Person</b>  <b>Each Accident or Occurrence</b>  <b>Each Accident or Occurrence</b>	

**C O M M E N T S**  
 GENERAL LIABILITY INCLUDES XCU, SEVERABILITY OF INTEREST, CONTRACTUAL LIABILITY AND PER PROJECT AGGREGATE APPLIES. --  
 PROJECT: MICRO-SURFACING BOONE COUNTY, MISSOURI  
 BOONE COUNTY, MISSOURI NAMED ADDITIONAL INSURED IN RESPECTS TO THE GENERAL LIABILITY.  
 BID NUMBER: 34-04MA Y06, MICRO SURFACING APPLICATION

\*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date. However, you will not be notified annually of the continuation of coverage.

Special Notice - Ohio: Any person who, with intent to defraud or knowing that he / she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Important information to Florida policyholders and certificate holders: in the event you have any questions or need information about this certificate for any reason, please contact your local sales producer, whose name and telephone number appears in the lower left corner of this certificate. The appropriate local sales office mailing address may also be obtained by calling this number.

Notice of cancellation: (not applicable unless a number of days is entered below) . Before the stated expiration date the company will not cancel or reduce the insurance afforded under the above policies until at least 60 days notice of such cancellation has been mailed to:

Office : ST. LOUIS, MO Phone: 314-843-0600

**Certificate Holder:**  
 BOONE COUNTY  
 601 E. WALNUT  
 COLUMBIA, MO 65201

**LAURA RUDOLPH**

**Authorized Representative**

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned Term

Term. 20 06

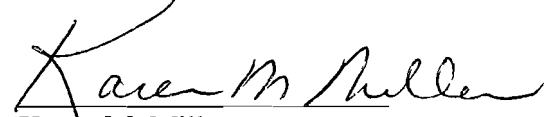
In the County Commission of said county, on the 30<sup>th</sup> day of May 20 06

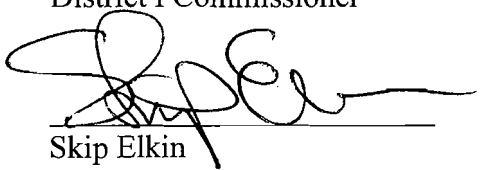
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award Bid 35-04MAY06 Schooler Road Paving Improvements to Christensen Construction. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

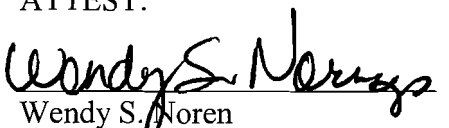
Done this 30<sup>th</sup> day of May, 2006.

  
Keith Schnarre  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

**CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Christensen Construction** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

**BID NUMBER 35-04MAY06**  
**Schooler Road Paving Improvements**  
 Project No. 06-332  
 BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Base Bid in the amount of \$408,769.00, Alternate #1 in the amount of \$2,536.00 and the Alternate #2 in the amount of \$10,434.00 for a total contract amount of \$421,739.00.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

1. Notice to Bidders
2. Bid Response
3. Statement of Bidders Qualifications
4. Instructions to Bidders
5. Bid Form
6. Anti-Collusion Statement
7. Signature and Identity of Bidder
8. Bidders Acknowledgment
9. Insurance Requirements
10. Contract Conditions
11. Contract Agreement
12. Performance Bond
13. Labor & Material Payment Bond
14. General Specifications
15. Technical Specifications
16. Special Provisions
17. Affidavit—Prevailing Wage
18. State Wage Rates-Annual Wage Order No. 12
19. Boone County Standard Terms and Conditions
20. Plan Sheets
21. Details

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri

Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount:

**Four Hundred Twenty One Thousand Seven Hundred Thirty Nine Dollars and No Cents (\$421,739.00)**

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on \_\_\_\_\_ at  
Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI  
By: *Keith Schnarre*  
Keith Schnarre, Presiding Commissioner

ATTEST:

*Wendy S. Noren*  
Wendy Noren, County Clerk

CONTRACTOR: Christensen Construction

By: *Kenny Knipp*  
Authorized Representative Signature

By: KENNY KNIPP  
Authorized Representative Printed Name

Title: BUSINESS MANAGER

Approved as to Legal Form:

*[Signature]*  
John Patton  
Boone County Counselor

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 a measurable county obligation at this time.)

2045/71100 - \$421,739.00

*June E. Pitchford*  
Signature *by egl*

5/25/06  
Date

Appropriation Account



**PERFORMANCE BOND**

S345451

KNOW ALL PERSONS BY THESE PRESENTS, that we,  
Christensen Construction Company

P O Box 159, Kingdom City, MO 65262  
as Principal, hereinafter called Contractor, and Employers Mutual Casualty Co.

a Corporation, organized under the laws of the State of Iowa  
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,  
are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called  
Owner, in the amount of \$421,739.00 ----- Dollars,  
for the payment whereof Contractor and Surety bind themselves, their heirs, executors,  
administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated 05.25.2006 entered into a  
Contract with Owner for:

**BID NUMBER 35-04MAY06**  
**Schooler Road Paving Improvements**  
**BOONE COUNTY, MISSOURI**

in accordance with specifications prepared by the County of Boone Purchasing Department,  
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor  
shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing  
hourly wages and comply with all prevailing wage requirements as provided by such Contract and  
applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this  
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the  
Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the  
default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, Missouri, on this 25th day of May, 2006

Christensen Construction Company

(Contractor)

(SEAL)

BY:

*Kevin H. King*

Employers Mutual Casualty Company

(Surety Company)

(SEAL)

BY:

*Wilma J. Kessie*

(Attorney-In-Fact)

BY:

*Wilma J. Kessie*

(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

**LABOR AND MATERIAL PAYMENT BOND**

S345451

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_  
Christensen Construction Company \_\_\_\_\_,  
as Principal, hereinafter called Contractor, and \_\_\_\_\_  
Employers Mutual Casualty Company \_\_\_\_\_  
a corporation organized under the laws of the State of \_\_\_\_\_, and  
authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are  
held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner,  
for the use and benefit of claimants as herein below defined, in the amount of

\_\_\_\_\_ \$421,739.00 ----- DOLLARS

(\$ 421,739.00 ), for the payment whereof Contractor and Surety bind themselves,  
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by  
these presents:

WHEREAS, Contractor has by written agreement dated 05.25.2006 entered  
into a contract with Owner for

**BID NUMBER 35-04MAY06  
Schooler Road Paving Improvements  
BOONE COUNTY, MISSOURI**

in accordance with specifications prepared by the County of Boone which contract is by reference  
made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor  
shall promptly make payments to all claimants as hereinafter defined, for all labor and material  
used or reasonably required for use in the performance of the Contract, then this obligation shall  
be void; otherwise, it shall remain in full force and effect, subject, however, to the following  
conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, Missouri on this 25th day of May 2006.

CONTRACTOR Christensen Construction (SEAL)

BY: 

SURETY COMPANY Employers Mutual Casualty Co

BY:   
(Attorney-In-Fact)

BY:   
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

# EMC Insurance Companies

P.O. Box 712 • Des Moines, IA 50303-0712

No. 657359

## CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

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

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

THOMAS S. NAUGHT, HARRY NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, WILMA KEISER, TIMOTHY P. EASTIN, RICHARD NAUGHT, STEVE NAUGHT, BETH NATIONS, INDIVIDUALLY, JEFFERSON CITY, MISSOURI .....

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

IN AN AMOUNT NOT EXCEEDING TEN MILLION DOLLARS ..... (\$10,000,000.00)

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

The authority hereby granted shall expire April 1, 2008 unless sooner revoked.

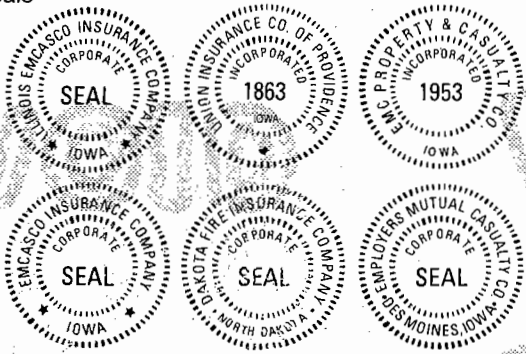
### AUTHORITY FOR POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 21st day of March, 2005

Seals



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

*Jeffrey S. Birdsley*  
 Jeffrey S. Birdsley  
 Assistant Secretary

On this 21st day of March AD 2005 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Jeffrey S. Birdsley, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Jeffrey S. Birdsley, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of each of the Companies.  
 My Commission Expires September 30, 2006.

*Ruta Krumins*  
 Notary Public in and for the State of Iowa

### CERTIFICATE

I, David L. Hixenbaugh, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the

Companies, and this Power of Attorney issued pursuant thereto on March 21, 2005 on behalf of Thomas S. Naught, Harry Naught, Teresa Stephenson, Sarah Naught-Bargfrede, Wilma Keiser, are true and correct and are still in full force and effect. Timothy P. Eastin, Richard Naught, Steve Naught, Beth Nations

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 25 day of May, 2006

*David L. Hixenbaugh*  
 Vice-President

EMC INSURANCE COMPANIES

Employers Mutual Casualty Company, Des Moines

EMCASCO Insurance Company, Des Moines

Union Insurance Co. of Providence, Providence

American Liberty Insurance Co., Birmingham

Employers Modern Life Company, Des Moines

Dakota Fire Insurance Company, Bismark

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PROPERTY & CASUALTY INSURANCE  
LIFE INSURANCE  
BONDS

---

HAVE QUESTIONS REGARDING YOUR BOND?

PLEASE DIRECT INQUIRIES TO YOUR PROFESSIONAL  
INDEPENDENT INSURANCE AGENT

IF UNABLE TO CONTACT YOUR AGENT, YOU MAY CONTACT

EMC Insurance Companies  
P.O. Box 8550  
Kansas City, MO 64114-0550  
Telephone (816) 942-0004  
Fax: (816) 943-1352

<b>PRODUCER</b> Naught-Naught/HJ Black Agcy 3928 S. Providence Road Columbia MO 65203 Phone: 573-874-3102 Fax: 866-779-8102		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Christensen Construction Co. Tom Christensen P.O. Box 159 Kingdom City MO 65262		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: <b>Hawkeye-Security Insurance</b>	<b>36919</b>
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

**COVERAGES**

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b>	CBP9739303	05/15/06	05/15/07	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 15,000
		<input checked="" type="checkbox"/> <b>Blnkt Addl Insrds</b>				PERSONAL & ADV INJURY \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
						<b>Emp Ben.</b> 1mil/3mil
A		<b>AUTOMOBILE LIABILITY</b>	BA9729696	05/15/06	05/15/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
A		<b>EXCESS/UMBRELLA LIABILITY</b>	CU9734909	05/15/06	05/15/07	EACH OCCURRENCE \$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WC9732601	05/15/06	05/15/07	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER \$ 500000
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. DISEASE - EA EMPLOYEE \$ 500000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT \$ 500000
		<b>OTHER</b>				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 Project: Schooler Road Paving Improvements, Project 06-332; 35-04MAY06  
 Boone County, Missouri, is named as additional insured with respect to this specific project. See addendum for Indemnity Agreement Clause.

<b>CERTIFICATE HOLDER</b> BOONECT Boone County, Missouri 601 East Walnut, 2nd Floor Columbia MO 65201	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Carolyn Ruth Stone
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**NOTEPAD:**HOLDER CODE BOONECT  
INSURED'S NAME Christensen Construction Co.CHRIS-4  
OPID W3PAGE 2  
DATE 06/05/06

Boone County, Missouri  
Project: Schooler Road Paving Improvements  
Project No. 06-332

To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County of Boone, its directors, officers, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of anyone directly or indirectly employed by contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless or defend the County of Boone from its own negligence.



## BID FORM

### Schooler Road Paving Improvements Project No. 06-332

All items shown on the project plan sheets and not included in the bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

### Schooler Road Base Bid

Description	Quantity	Unit	Unit Price	Extended Total
Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00
Traffic Control (Owner will furnish, remove, and retain edge drop MUTCD W8-9A signs. Contractor will install signs.)	1	LS	\$ 600.00	\$ 600.00
Traffic Control (Contractor will furnish, install, remove, and retain.)	1	LS	\$ 1,000.00	\$ 1,000.00
Removal (Mill Joints, if needed & Removals.)	1	LS	\$ 1,000.00	\$ 1,000.00
Asphalt Paving – Bit Base	5,898	TON	\$ 44.50	\$ 262,461.00
Asphalt Paving – Type C Surface Mix	2,912	TON	\$ 46.50	\$ 135,408.00
1" Surface Rock	110	TON	\$ 30.00	\$ 3,300.00
<b>Schooler Road Base Bid Total =</b>				<b>\$ 408,769.00</b>

### Schooler Road Add Alternate Bid # 1

Description	Quantity	Unit	Unit Price	Extended Total
Removal (Mill Joint (if needed) and removal.)	1	LS	\$ 150.00	\$ 150.00
Asphalt Paving – Type C Surface Mix (Full depth pave at intersection of Schooler Road and State Route U in the MODOT right of way.)	17	TON	\$ 50.00	\$ 850.00
Asphalt Paving – Bit Base (Full depth pave at intersection of Schooler Road and State Route U in the MODOT right of way.)	32	TON	\$ 48.00	\$ 1,536.00
<b>Schooler Road Add Alternate Bid # 1 Total =</b>				<b>\$ 2,536.00</b>

Note: This add alternate is provided for accounting purposes only. Paving will be completed through MODOT right of way to State Route U during the paving of the rest of the project.

## Schooler Road Add Alternate Bid # 2

Description	Quantity	Unit	Unit Price	Extended Total
Removal (Mill Joint and removal.)	1	LS	\$ 500.00	\$ 500.00
Asphalt Paving – Type C Surface Mix (Full depth pave at intersection of Schooler Road and State Route 124 in the MODOT right of way.)	71	TON	\$ 50.00	\$ 3550.00
Asphalt Paving - Bit Base (Full depth pave at intersection of Schooler Road and State Route 124 in the MODOT right of way.)	133	TON	\$ 48.00	\$ 6384.00
<b>Schooler Road Add Alternate Bid # 2 Total =</b>				<b>\$ 10,434.00</b>

Note: This add alternate is provided for accounting purposes only. Paving will be completed through MODOT right of way to State Route 124 during the paving of the rest of the project.

## BID TOTALS

<b>Schooler Road Base Bid Total =</b>	\$ 408,769.00
<b>Schooler Road Add Alternate Bid # 1 Total =</b>	\$ 2,536.00
<b>Schooler Road Add Alternate Bid # 2 Total =</b>	\$ 10,434.00
<b>TOTAL OF BASE BID, ADD ALTERNATE # 1, AND ADD ALTERNATE # 2 =</b>	<b>\$ 421,739.00.</b>

Note:

All items shown on the project plan sheets and not included in the bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE

ADDENDUM NUMBER

APRIL 25, 2006

1

COMPANY NAME:

CHRISTENSEN CONSTRUCTION

ADDRESS:

P.O. Box 159

CITY, STATE, ZIP

KIRKWOOD CITY, MO 65262

PHONE NUMBER:

573-814-3308

AUTHORIZED REPRESENTATIVE:

KENNY KNIP

TITLE:

BUSINESS MANAGER

SIGNATURE:

*Kenny Knip*



# EMC Insurance Companies

No. 657327

P.O. Box 712 • Des Moines, IA 50303-0712

## CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

### KNOW ALL MEN BY THESE PRESENTS, that:

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

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

**THOMAS S. NAUGHT, HARRY NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, WILMA KEISER, TIMOTHY P. EASTIN, RICHARD NAUGHT, STEVE NAUGHT, BETH NATIONS, INDIVIDUALLY, JEFFERSON CITY, MISSOURI,**

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

**IN AN AMOUNT NOT EXCEEDING TEN MILLION DOLLARS** ..... (\$10,000,000.00)

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

The authority hereby granted shall expire April 1, 2008 unless sooner revoked.

### AUTHORITY FOR POWER OF ATTORNEY

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

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

**IN WITNESS WHEREOF**, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 21st day of March, 2005

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

*Jeffrey S. Birdsley*  
 Jeffrey S. Birdsley  
 Assistant Secretary



On this 21st day of March, AD 2005, before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Jeffrey S. Birdsley, who, being by me duly sworn, did say that they are, and are known to me, to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Secretary, respectively, of each of the Companies above, that the seals affixed to this instrument are the seals of said corporations, that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors, and that the said Bruce G. Kelley and Jeffrey S. Birdsley, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of each of the Companies.  
 My Commission Expires September 30, 2006

*Ruta Krumins*  
 Notary Public in and for the State of Iowa

### CERTIFICATE

I, David L. Hixenbaugh, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on March 21, 2005 by Thomas S. Naught, Harry Naught, Teresa Stephenson, Sarah Naught-Bargfrede, Wilma Keiser, are true and correct and are still in full force and effect. Timothy P. Eastin, Richard Naught, Steve Naught, Beth Nations  
 In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 4th day of May, 2006

*David L. Hixenbaugh*  
 Vice President

EMC INSURANCE COMPANIES

Employers Mutual Casualty Company, Des Moines

EMCASCÓ Insurance Company, Des Moines

Union Insurance Co. of Providence, Providence

American Liberty Insurance Co., Birmingham

Employers Modern Life Company, Des Moines

Dakota Fire Insurance Company, Bismark

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PROPERTY & CASUALTY INSURANCE  
LIFE INSURANCE  
BONDS

---

HAVE QUESTIONS REGARDING YOUR BOND?

PLEASE DIRECT INQUIRIES TO YOUR PROFESSIONAL  
INDEPENDENT INSURANCE AGENT

IF UNABLE TO CONTACT YOUR AGENT, YOU MAY CONTACT

EMC Insurance Companies  
P.O. Box 8550  
Kansas City, MO 64114-0550  
Telephone (816) 942-0004  
Fax: (816) 943-1352

**SECTION IV**

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

**SECTION V**

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: CHRISTENSEN CONSTRUCTION COMPANY  
By: *Kenny Knipp*  
(Signature)  
KENNY KNIPP  
(Print or Type Name)  
Title: BUSINESS MANAGER  
Address: P.O. Box 159  
City, State, Zip: KINGDOM CITY, MO 65262  
Phone: 573-814-3308  
Fax: 573-814-0403  
Date: MAY 4, 2006

## STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: CHRISTENSEN CONSTRUCTION COMPANY
2. Business Address: P.O. Box 159  
KINGDOM CITY, MO 65262
3. When Organized: 1986
4. When Incorporated: 1992
5. If not incorporated, state type of business and provide your federal tax identification number:  
CORPORATION
6. Number of years engaged in contracting business under present firm name:  
20
7. If you have done business under a different name, please give name and location:  
NA
8. Percent of work done by own staff: 95%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: NO
10. Have you ever defaulted on a contract? NO
11. List of contracts completed within the last four years, including value of each: SEE ATTACHED SHEET A
12. List of projects currently in progress: SEE ATTACHED SHEET B

\* Attach additional sheets as necessary \*



May 2, 2006

Sheet A

**MAJOR PROJECTS COMPLETED IN PAST 5 YEARS**

**Kenworth**

McCown Gordon Construction – Mark Brooks 816-960-1111

\$230,275 Contract Amount

100% Complete

May 2006 – Completion Date

**Elks Lodge**

Strawn Construction – John Strawn 573-445-2890

\$48,987 Contract Amount

100% Complete

May 2006 – Completion Date

**UMC Summer Paving Project**

University of Missouri – Bob Berg 882-9336

\$372,643 Contract Amount

100% Complete

September 2005 – Completion Date

**Sam's Club**

Crane Construction Company – David Crane 816-324-4023

\$354,583 – Contract Amount

100% Complete

August 2005 – Completion Date

**Mexico Track Renovation**

Mexico Public Schools – Glenn Wheeler 581-7126

\$216,736 - Contract Amount

100% Complete

August 2005 – Completion Date

**Broadway Shops**

Coil Construction – Jim Holman 573-874-1444

\$260,000 – Contract Amount

100% Complete

June 2005 – Completion Date

**Mexico Wal-Mart**

Crossland Construction – Darin Barta 620-429-1414

\$741,000 – Contract Amount

100% Complete

May 2005 – Completion Date

**City of Columbia Parks and Recreation**

Asphalt Paving of City Parks Parking Lots

Mike Snyder – 874-7460

\$113,002 – Contract Amount

100% Complete

August 2004 – Completion Date

April 17, 2006

Sheet B

Major Projects In Progress

Woodcrest Chapel

Curtis-Manes-Schulte – Shawn Schulte 573-392-6553

\$93,159 Contract Amount

30% Complete

June 2006 – Completion Date

Boone Hospital Parking Garage

River City Construction – John Sutherland 573-657-7380

\$256,000 Contract Amount

30% Complete

November 2006 – Completion Date

Vandalia Housing Authority

Peckam & Wright Architects – Erik Miller 573-449-2683

\$113,300 Contract Amount

40% Complete

June 2006 – Completion Date

**CONTRACT DOCUMENTS  
BOONE COUNTY, MISSOURI  
BID NO: 35-04MAY06 Schooler Road Paving Improvements**

**ADDENDUM #1  
(Issued April 25, 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. **Clarification:** Recycled Asphalt Pavement (RAP) will not be allowed in any asphalt surface mix.
2. **Clarification:** Bituminous Base Recycled Asphalt Pavement (RAP) will not be considered for this bid. The contractor who is awarded this project may submit a proposal for Quality Engineering, with price reduction, but RAP is not guaranteed to be accepted.
3. **Clarification:** All priming of base aggregate will be performed by Boone County Public Works.
4. **Clarification:** Tack coat is required between all lifts and is to be completed by contractor.
5. **Clarification:** See Section Detail # 2 for clarification of detail at intersection of Schooler Road and State Route 124.

By:

  
Heather Turner, CPPB  
Buyer, Purchasing

BIDDER has examined copy of Addendum #1 to Bid Number 35-04MAY06 Schooler Road Paving Improvements, receipt of which is hereby acknowledged:

Company Name: CHRISTENSEN CONSTRUCTION

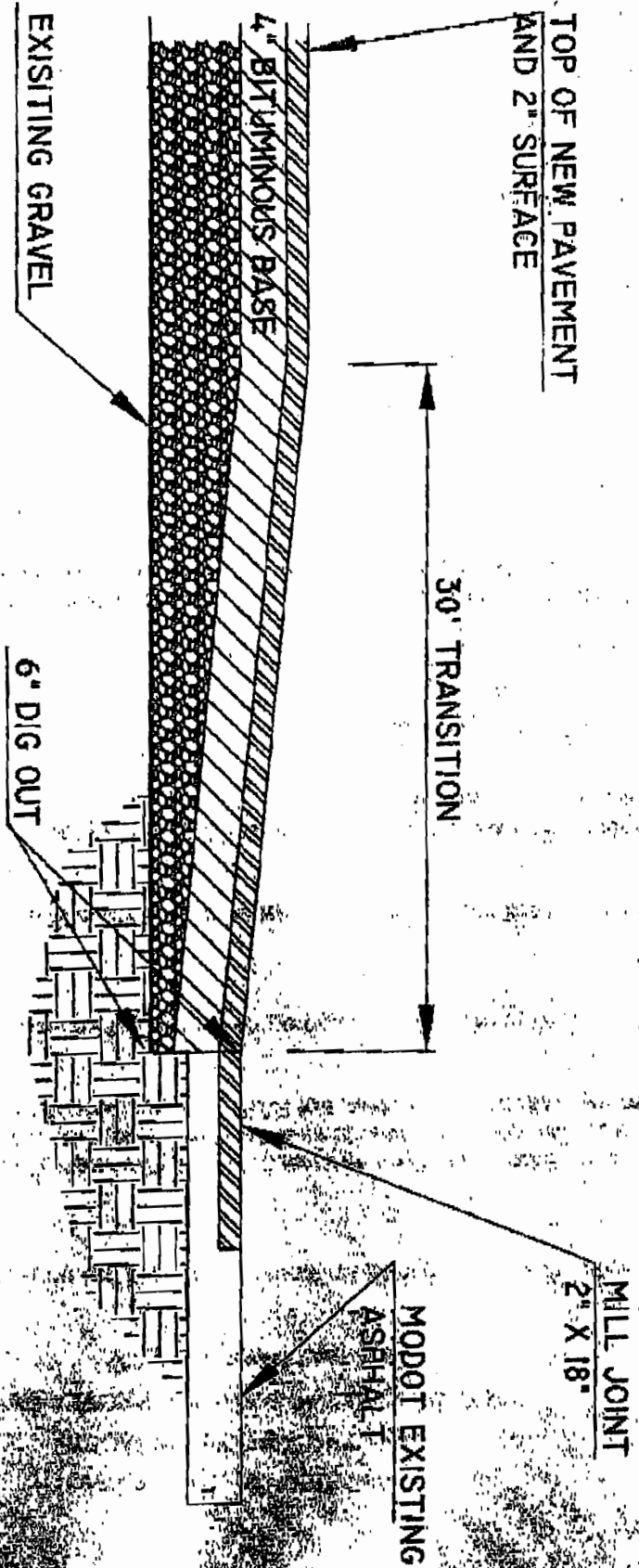
Address: P.O. Box 159  
KINGDOM CITY, MO 65262

Phone Number: 814-3308

Fax Number: 814-0403

Authorized Representative Signature: 

Date: 4/25/06



**SECTION DETAIL #1**  
NOT TO SCALE

BOONE COUNTY PUBLIC WORKS  
 DESIGN AND CONSTRUCTION DEPT.  
 5551 HIGHWAY 63 SOUTH  
 COLUMBIA, MISSOURI 65201-9711  
 PHONE (573) 449-8515  
 FAX (573) 875-1602



**Addendum #1 - 4/24/06**  
**Schooler Road - Paving Improvements**  
**Clarification of Detail at State Route 124**

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF CALLAWAY

KENNY KNIAP, being first duly sworn, deposes and

says that he is BUSINESS MANAGER  
(Title of Person Signing)

of CHRISTENSEN CONSTRUCTION COMPANY  
(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By [Signature]

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this 4 day of May, 20 06

Angela S. Hines  
Notary Public

My Commission Expires 11-23-09

ANGELA G. HINES  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Callaway County  
My Commission Expires November 23, 2009  
Commission #05451223

## SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

sole individual                       partnership                       joint venture  
 corporation, incorporated under laws of the state of MISSOURI

Dated MAY 4, 2006  
 Name of individual, all partners, or joint venturers:

Address of each:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

doing business under the name of:                      Address of principal place of business in Missouri:

(If using a fictitious name, show this name above in addition to legal names.)

CHRISTENSEN CONSTRUCTION COMPANY P.O. Box 159 Kirksland City, MO  
 (If a corporation - show its name above) 65261

ATTEST:  
*[Signature]*                      *[Signature]*  
 (Secretary)                      (Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

# BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of MISSOURI

County of CALLAWAY

On this 4 day of MAY, 20 06

before me appeared KENNY KNIPP to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

~~(if a sole individual) acknowledged that he executed the same as his free act and deed;~~

~~(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.~~

(if a corporation) that he is the BUSINESS MANAGER  
President or other agent

of CHRISTENSEN CONSTRUCTION; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at Kingdom City, Missouri the day and year first above written.

(SEAL) Angela S. Hines Notary Public

My Commission expires 11-23, 20 09.



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned Term

Term. 20 06

County of Boone

In the County Commission of said county, on the

30<sup>th</sup>

day of May

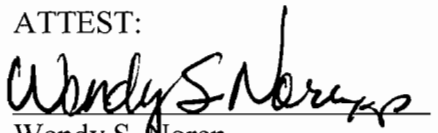
20 06

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

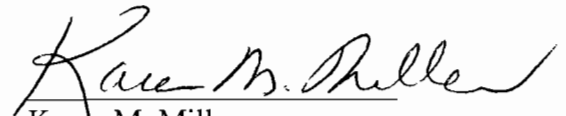
Now on this day the County Commission of the County of Boone does hereby award Bid 31-04MAY06 Martin Lane and Crum Lane Paving Improvements to Christensen Construction. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 30<sup>th</sup> day of May, 2006.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Keith Schnarre  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner



**CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Christensen Construction** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

**BID NUMBER 31-04MAY06**  
**Martin Lane and Crump Lane Paving Improvements**  
 Project No. 06-330  
 BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Base Bid in the amount of \$270,251.50 and the Alternate #1 in the amount of \$1,730.00 for a total contract amount of \$271,981.50.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

1. Notice to Bidders
2. Bid Response
3. Statement of Bidders Qualifications
4. Instructions to Bidders
5. Bid Form
6. Anti-Collusion Statement
7. Signature and Identity of Bidder
8. Bidders Acknowledgment
9. Insurance Requirements
10. Contract Conditions
11. Contract Agreement
12. Performance Bond
13. Labor & Material Payment Bond
14. General Specifications
15. Technical Specifications
16. Special Provisions
17. Affidavit—Prevailing Wage
18. State Wage Rates-Annual Wage Order No. 12
19. Boone County Standard Terms and Conditions
20. Plan Sheets
21. Details

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri

<b>PRODUCER</b>  Naught-Naught/HJ Black Agcy 3 S. Providence Road Columbia MO 65203 Phone: 573-874-3102 Fax: 866-779-8102	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b>  Christensen Construction Co. Tom Christensen P.O. Box 159 Kingdom City MO 65262	<table border="1"> <thead> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: <b>Hawkeye-Security Insurance</b></td> <td>36919</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </tbody> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: <b>Hawkeye-Security Insurance</b>	36919	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: <b>Hawkeye-Security Insurance</b>	36919												
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

**COVERAGES**

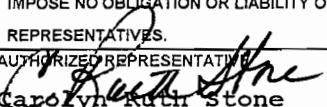
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> <b>Blnt Addl Insrds</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CBP9739303	05/15/06	05/15/07	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. 1mil/3mil				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA9729696	05/15/06	05/15/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$				
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	CU9734909	05/15/06	05/15/07	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000 \$ \$ \$				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC9732601	05/15/06	05/15/07	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Project: Martin Lane and Crump Lane Paving Improvements; Project # 31-04MAY06  
 Boone County, Missouri, is named as additional insured with respect to this specific project. See addendum for Indemnity Agreement clause.

**CERTIFICATE HOLDER**

**CANCELLATION**

BOONECT  Boone County, Missouri 601 East Walnut, 2nd Floor Columbia MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  Carolyn Ruth Stone
--	--

**NOTEPAD:**HOLDER CODE BOONECT  
INSURED'S NAME Christensen Construction Co.CHRIS-4  
OP ID W3PAGE 2  
DATE 06/02/06

Boone County, Missouri  
Project: Martin Lane and Crump Lane Paving Improvements  
Project # 31-04MAY06

To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County of Boone, its directors, officers, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of anyone directly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless or defend the County of Boone from its own negligence.

Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

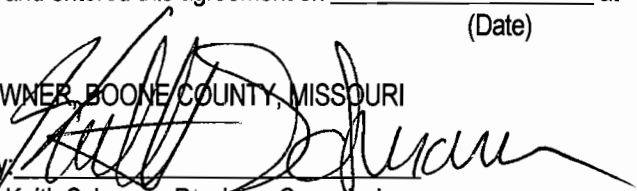
The Owner agrees to pay the Contractor in the amount:

**Two Hundred Seventy One Thousand Nine Hundred Eighty One Dollars and Fifty Cents (\$271,981.50)**

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on \_\_\_\_\_ at  
Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI

By:   
Keith Schnarre, Presiding Commissioner

ATTEST:

  
Wendy Noren, County Clerk

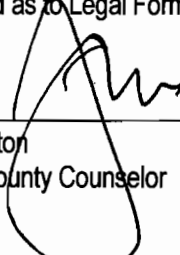
CONTRACTOR: Christensen Construction

By:   
Authorized Representative Signature

By: KENNY KNIP  
Authorized Representative Printed Name

Title: BUSINESS MANAGER

Approved as to Legal Form:

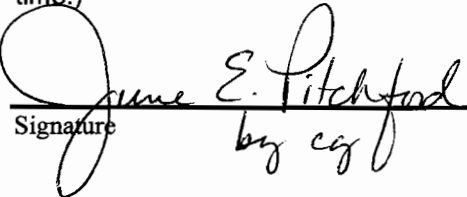
  
John Patton  
Boone County Counselor

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 a measurable county obligation at this time.)

2045/71100 - \$271,981.50

Signature

  
by *egj*

Date

5/25/06

Appropriation Account

**PERFORMANCE BOND**

S337300

KNOW ALL PERSONS BY THESE PRESENTS, that we,

Christensen Construction Company  
P O Box 159, Kingdom City, MO 65262

as Principal, hereinafter called Contractor, and Employers Mutual Casualty Company

a Corporation, organized under the laws of the State of Iowa  
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,  
are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called  
Owner, in the amount of \$271,981.50----- Dollars,  
for the payment whereof Contractor and Surety bind themselves, their heirs, executors,  
administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated 05.25.2006 entered into a  
Contract with Owner for:

**BID NUMBER 31-04MAY06**  
**Martin Lane and Crump Lane Paving Improvements**  
**BOONE COUNTY, MISSOURI**

in accordance with specifications prepared by the County of Boone Purchasing Department,  
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor  
shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing  
hourly wages and comply with all prevailing wage requirements as provided by such Contract and  
applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this  
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the  
Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the  
default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
  
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms  
and conditions, and upon determination by Owner and Surety of the lowest responsible bidder,  
arrange for a Contract between such bidder and Owner, and make available as work progresses  
(even though there should be a default of a succession of defaults under the Contract or Contracts  
of completion arranged under this paragraph) sufficient fund to pay the cost of completion less  
the balance of the Contract price, but not exceeding, including other costs and damages for which  
the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term  
"balance of the Contract price", as used in this paragraph, shall mean the total amount payable by  
Owner to Contractor under the Contract and any amendments thereto, less the amount properly  
paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, Missouri, on this 25th day of May, 2006

Christensen Construction Company

(Contractor)

(SEAL)

BY: 

Employers Mutual Casualty Company

(Surety Company)

(SEAL)

BY: 

(Attorney-In-Fact)

BY: 

(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

**LABOR AND MATERIAL PAYMENT BOND**

S337300

KNOW ALL PERSONS BY THESE PRESENTS, that we, Christensen Construction Company,  
as Principal, hereinafter called Contractor, and Employers Mutual Casualty Company  
a corporation organized under the laws of the State of Iowa, and  
authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are  
held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner,  
for the use and benefit of claimants as herein below defined, in the amount of

\$271,981.50 ----- DOLLARS

(\$ 271,981.50 ), for the payment whereof Contractor and Surety bind themselves,  
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by  
these presents:

WHEREAS, Contractor has by written agreement dated 05.25.2006 entered  
into a contract with Owner for

**BID NUMBER 31-04MAY06  
Martin Lane and Crump Lane Paving Improvements  
BOONE COUNTY, MISSOURI**

in accordance with specifications prepared by the County of Boone which contract is by reference  
made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor  
shall promptly make payments to all claimants as hereinafter defined, for all labor and material  
used or reasonably required for use in the performance of the Contract, then this obligation shall  
be void; otherwise, it shall remain in full force and effect, subject, however, to the following  
conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:



1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, Missouri on this 25th day of May 2006

CONTRACTOR Christensen Construction Co (SEAL)

BY: [Signature]

SURETY COMPANY Employers Mutual Casualty Co

BY: [Signature]  
(Attorney-In-Fact)

BY: [Signature]  
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

# EMC Insurance Companies

P.O. Box 712 • Des Moines, IA 50303-0712

No. 657354

## CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

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

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

THOMAS S. NAUGHT, HARRY NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, WILMA KEISER, TIMOTHY P. EASTIN, RICHARD NAUGHT, STEVE NAUGHT, BETH NATIONS, INDIVIDUALLY, JEFFERSON CITY, MISSOURI .....

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

IN AN AMOUNT NOT EXCEEDING TEN MILLION DOLLARS ..... (\$10,000,000.00)

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

The authority hereby granted shall expire April 1, 2008 unless sooner revoked.

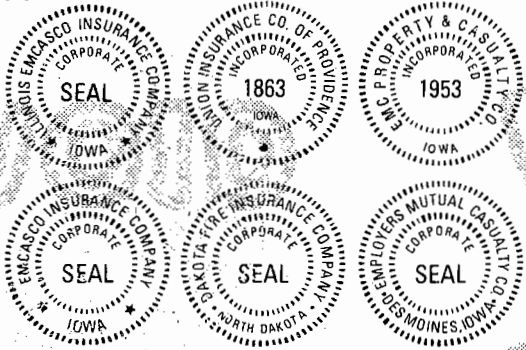
### AUTHORITY FOR POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 21st day of March, 2005

Seals



*Bruce G. Kelley*

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

*Jeffrey S. Birdsley*

Jeffrey S. Birdsley Assistant Secretary

On this 21st day of March AD 2005 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Jeffrey S. Birdsley, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Jeffrey S. Birdsley, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of each of the Companies. My Commission Expires September 30, 2006.

*Ruta Krumins*

Notary Public in and for the State of Iowa



### CERTIFICATE

I, David L. Hixenbaugh, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on March 21, 2005 on behalf of Thomas S. Naught, Harry Naught, Teresa Stephenson, Sarah Naught-Bargfrede, Wilma Keiser, are true and correct and are still in full force and effect. Timothy P. Eastin, Richard Naught, Steve Naught, Beth Nations

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 25th day of May, 2006

*David L. Hixenbaugh*

Vice-President

EMC INSURANCE COMPANIES

Employers Mutual Casualty Company, Des Moines

EMCASCO Insurance Company, Des Moines

Union Insurance Co. of Providence, Providence

American Liberty Insurance Co., Birmingham

Employers Modern Life Company, Des Moines

Dakota Fire Insurance Company, Bismark

---

PROPERTY & CASUALTY INSURANCE  
LIFE INSURANCE  
BONDS

---

HAVE QUESTIONS REGARDING YOUR BOND?

PLEASE DIRECT INQUIRIES TO YOUR PROFESSIONAL  
INDEPENDENT INSURANCE AGENT

IF UNABLE TO CONTACT YOUR AGENT, YOU MAY CONTACT

EMC Insurance Companies  
P.O. Box 8550  
Kansas City, MO 64114-0550  
Telephone (816) 942-0004  
Fax: (816) 943-1352

**CONTRACT DOCUMENTS  
BOONE COUNTY, MISSOURI  
BID NO: 31-04MAY06 Martin Lane and Crump Lane Paving Improvements**

**ADDENDUM #1  
(Issued April 25, 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. **Clarification:** Recycled Asphalt Pavement (RAP) will not be allowed in any asphalt surface mix.
- 2. **Clarification:** Bituminous Base Recycled Asphalt Pavement (RAP) will not be considered for this bid. The contractor who is awarded this project may submit a proposal for Value Engineering, with price reduction, but RAP is not guaranteed to be accepted.
- 3. **Clarification:** All priming of base aggregate will be performed by Boone County Public Works.
- 4. **Clarification:** Tack coat is required between all lifts and is to be completed by contractor.
- 5. **Clarification:** Approaches at bridges and MODOT right of way to be removed by contractor. No priming by contractor is required after removal by contractor.

By:   
Heather Turner, CPPB  
Buyer, Purchasing

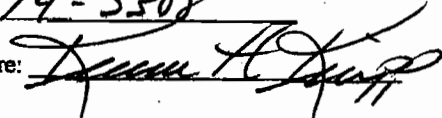
BIDDER has examined copy of Addendum #1 to Bid Number 31-04MAY06 Martin Lane & Crump Lane Paving Improvements, receipt of which is hereby acknowledged:

Company Name: CHRISTENSEN CONSTRUCTION

Address: P.O. Box 159  
KIRGSAM CITY, MO 65262

Phone Number: 573-814-3308

Fax Number: 814-0403

Authorized Representative Signature: 

Date: 4/25/06



# EMC Insurance Companies

No. 657326

P.O. Box 712 • Des Moines, IA 50303-0712

## CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

NOW ALL MEN BY THESE PRESENTS, that:

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

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

**THOMAS S. NAUGHT, HARRY NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, WILMA KEISER, TIMOTHY P. EASTIN, RICHARD NAUGHT, STEVE NAUGHT, BETH NATIONS, INDIVIDUALLY, JEFFERSON CITY, MISSOURI**

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

**IN AN AMOUNT NOT EXCEEDING TEN MILLION DOLLARS** ..... (\$10,000,000.00)

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

The authority hereby granted shall expire April 1, 2008 unless sooner revoked.

### AUTHORITY FOR POWER OF ATTORNEY

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

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

**IN WITNESS WHEREOF**, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 21st day of March, 2005

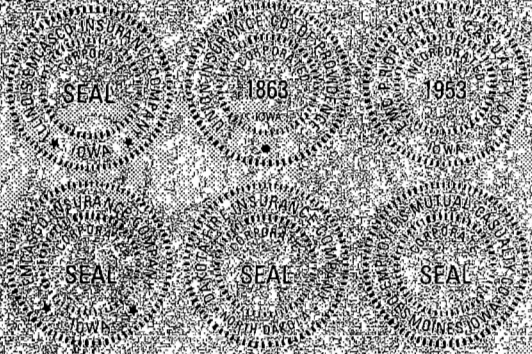
*Bruce G. Kelley*

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

*Jeffrey S. Birdsley*

Jeffrey S. Birdsley, Assistant Secretary

Seals



On this 21st day of March, AD 2005 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Jeffrey S. Birdsley, who, being by me duly sworn, did say that they are, and are known to me, to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Secretary, respectively, of each of the Companies above, that the seals affixed to this instrument are the seals of said corporations, that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors, and that the said Bruce G. Kelley and Jeffrey S. Birdsley, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of each of the Companies. My Commission Expires September 30, 2006.

*Ruta Krumins*

Notary Public in and for the State of Iowa

### CERTIFICATE

I, David L. Hixenbaugh, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on March 21, 2005

on behalf of Thomas S. Naught, Harry Naught, Teresa Stephenson, Sarah Naught-Bargfrede, Wilma Keiser,

are true and correct and are still in full force and effect; Timothy P. Eastin, Richard Naught, Steve Naught, Beth Nations

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 4th day of May, 2006

*David L. Hixenbaugh*  
Vice President

EMC INSURANCE COMPANIES

Employers Mutual Casualty Company, Des Moines

EMCASCÓ Insurance Company, Des Moines

Union Insurance Co. of Providence, Providence

American Liberty Insurance Co., Birmingham

Employers Modern Life Company, Des Moines

Dakota Fire Insurance Company, Bismark

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PROPERTY & CASUALTY INSURANCE  
LIFE INSURANCE  
BONDS

---

HAVE QUESTIONS REGARDING YOUR BOND?

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INDEPENDENT INSURANCE AGENT

IF UNABLE TO CONTACT YOUR AGENT, YOU MAY CONTACT

EMC Insurance Companies  
P.O. Box 8550  
Kansas City, MO 64114-0550  
Telephone (816) 942-0004  
Fax: (816) 943-1352

## BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: **Martin Ln. & Crump Ln. Paving Improvements**

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

### SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations, Effective Date: May 13, 2004**, together with the "General Specifications and Technical Specifications", if any, attached to this proposal.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total".

### SECTION II

I hereby agree to complete the work herein specified before the completion date and to allow a deduction of \$250.00 dollars per calendar day from the final payment as liquidated damages for each day that completion is delayed beyond the specified completion date.

### SECTION III

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.



**SECTION IV**

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

**SECTION V**

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: CHRISTENSON CONSTRUCTION COMPANY  
By: *Kenny Knipp*  
(Signature)  
KENNY KNIPP  
(Print or Type Name)  
Title: BUSINESS MANAGER  
Address: P.O. Box 159  
City, State, Zip: KINGDOM CITY, MO 65262  
Phone: 573-814-3308  
Fax: 573-814-0403  
Date: MAY 4, 2006

## STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: CHRISTENSEN CONSTRUCTION COMPANY
2. Business Address: P.O. Box 159  
KINGDOM CITY, MO 65262
3. When Organized: 1986
4. When Incorporated: 1992
5. If not incorporated, state type of business and provide your federal tax identification number:  
CORPORATION
6. Number of years engaged in contracting business under present firm name:  
20
7. If you have done business under a different name, please give name and location:  
NA
8. Percent of work done by own staff: 95%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: NO
10. Have you ever defaulted on a contract? NO
11. List of contracts completed within the last four years, including value of each: SEE ATTACHED SHEET A
12. List of projects currently in progress: SEE ATTACHED SHEET B

\* Attach additional sheets as necessary \*

May 2, 2006

Sheet A

**MAJOR PROJECTS COMPLETED IN PAST 5 YEARS**

**Kenworth**

McCown Gordon Construction – Mark Brooks 816-960-1111  
\$230,275 Contract Amount  
100% Complete  
May 2006 – Completion Date

**Elks Lodge**

Strawn Construction – John Strawn 573-445-2890  
\$48,987 Contract Amount  
100% Complete  
May 2006 – Completion Date

**UMC Summer Paving Project**

University of Missouri – Bob Berg 882-9336  
\$372,643 Contract Amount  
100% Complete  
September 2005 – Completion Date

**Sam's Club**

Crane Construction Company – David Crane 816-324-4023  
\$354,583 – Contract Amount  
100% Complete  
August 2005 – Completion Date

**Mexico Track Renovation**

Mexico Public Schools – Glenn Wheeler 581-7126  
\$216,736 - Contract Amount  
100% Complete  
August 2005 – Completion Date

**Broadway Shops**

Coil Construction – Jim Holman 573-874-1444  
\$260,000 – Contract Amount  
100% Complete  
June 2005 – Completion Date

**Mexico Wal-Mart**

Crossland Construction – Darin Barta 620-429-1414  
\$741,000 – Contract Amount  
100% Complete  
May 2005 – Completion Date

**City of Columbia Parks and Recreation**

Asphalt Paving of City Parks Parking Lots  
Mike Snyder – 874-7460  
\$113,002 – Contract Amount  
100% Complete  
August 2004 – Completion Date

April 17, 2006

Sheet B

Major Projects In Progress

Woodcrest Chapel

Curtis-Manes-Schulte – Shawn Schulte 573-392-6553

\$93,159 Contract Amount

30% Complete

June 2006 – Completion Date

Boone Hospital Parking Garage

River City Construction – John Sutherland 573-657-7380

\$256,000 Contract Amount

30% Complete

November 2006 – Completion Date

Vandalia Housing Authority

Peckam & Wright Architects – Erik Miller 573-449-2683

\$113,300 Contract Amount

40% Complete

June 2006 – Completion Date

## BID FORM

### Martin Ln. & Crump Ln. Paving Improvements

Project No. 06-330

All items shown on the project plan sheets and not included in the bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

### Martin Lane and Crump Lane Base Bid

Description	Quantity	Unit	Unit Price	Extended Total
Mobilization	1	LS	\$ 2750.00	\$ 2750.00
Traffic Control (Owner will furnish, remove, and retain edge drop MUTCD W8-9A signs. Contractor will install signs.)	1	LS	600.00	600.00
Traffic Control (Contractor will furnish, install, remove, and retain.)	1	LS	1,000.00	1,000.00
Removal (Mill joints & removal of aggregate surface at bridge approaches.)	1	LS	1,000.00	1,000.00
Asphalt Paving – Bit Base	4,003	TON	\$ 43.50	\$ 174,130.50
Asphalt Paving – Type C Surface Mix	1,962	TON	\$ 45.50	\$ 89,271.00
1" Surface Rock	50	TON	\$ 30.00	\$ 1,500.00
<b>Martin Lane and Crump Lane Base Bid Total =</b>				<b>\$ 270,251.50</b>

### Martin Lane Add Alternate Bid # 1

Description	Quantity	Unit	Unit Price	Extended Total
Removal (Mill Joint and removal)	1	LS	\$ 250.00	\$ 250.00
Asphalt Paving – Bit Base (Full depth pave at intersection of Martin Lane and Hwy 63 Outer Road in the MODOT right of way.)	19	TON	50.00	950.00
Asphalt Paving – Type C Surface Mix (Full depth pave at intersection of Martin Lane and Hwy 63 Outer Road in the MODOT right of way.)	10	TON	53.00	530.00
<b>Martin Lane Add Alternate Bid # 1 Total =</b>				<b>\$ 1730.00</b>

Note: This add alternate is provided for accounting purposes only. Paving will be completed through MODOT right of way to Highway 63 Outer Road during the paving of the rest of Martin Lane and Crump Lane.

## Martin Lane Add Alternate Bid # 2

Description	Quantity	Unit	Unit Price	Extended Total
Removal (Mill Joint)	1	LS	\$ 300.00	\$ 300.00
Asphalt Overlay – (One inch Type C surface asphalt in MODOT right of way - Hwy 63 Outer Road from just south of Martin Lane to New Salem Baptist Church.)	230	TON	\$ 72.00	\$ 16,560.00
<b>Martin Lane Add Alternate Bid # 2 Total =</b>				<b>\$ 16,860.00</b>

Note: Award of this add alternate is contingent upon MODOT funding.

# BID TOTALS

<b>Martin Lane and Crump Lane Base Bid Total =</b>	\$ 270,251.50
<b>Martin Lane Add Alternate Bid # 1 Total =</b>	\$ 1,730.00
<b>TOTAL OF BASE BID &amp; ADD ALTERNATE # 1 =</b>	\$ 271,981.50

<b>Martin Lane and Crump Lane Base Bid Total =</b>	\$ 270,251.50
<b>Martin Lane Add Alternate Bid # 1 Total =</b>	\$ 1,730.00
<b>Martin Lane Add Alternate Bid # 2 Total =</b>	\$ 16,860.00
<b>TOTAL OF BASE BID, ADD ALTERNATE # 1, &amp; ADD ALTERNATE # 2 =</b>	\$ 288,841.50

Note:

All items shown on the project plan sheets and not included in the bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE

ADDENDUM NUMBER

April 25, 2006

1

COMPANY NAME: CHRISTENSEN CONSTRUCTION

ADDRESS: P.O. Box 159

CITY, STATE, ZIP: KINGDOM CITY, MO 65262

PHONE NUMBER: 573-814-3308

AUTHORIZED REPRESENTATIVE: KENNY KNIPP

TITLE: BUSINESS MANAGER

SIGNATURE: 



# ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF CALLAWAY

KENNY KNIAP, being first duly sworn, deposes and says that he is BUSINESS MANAGER  
(Title of Person Signing)

of CHRISTENSEN CONSTRUCTION COMPANY  
(Name of Bidder)

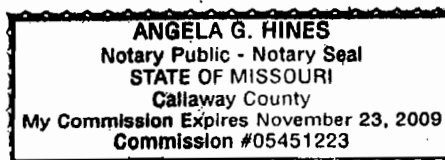
that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By [Signature]  
By \_\_\_\_\_  
By \_\_\_\_\_

Sworn to before me this 4 day of MAY, 20 06  
Angela S. Hines  
Notary Public

My Commission Expires 11-23-09





**BIDDER'S ACKNOWLEDGMENT**

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of MISSOURI

County of CALLAWAY

On this 4 day of MAY, 20 06

before me appeared KENNY KNIPP to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

~~(if a sole individual) acknowledged that he executed the same as his free act and deed.~~

~~(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.~~

(if a corporation) that he is the BUSINESS MANAGER  
President or other agent

of CHRISTENSEN CONSTRUCTION; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at Kingdom City, Missouri the day and year first above written.

(SEAL) Angela D. Hines Notary Public

My Commission expires 11-23, 20 09.



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned Term

Term. 20 06

County of Boone

In the County Commission of said county, on the

30<sup>th</sup>

day of May

20 06

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

Now on this day the County Commission of the County of Boone does hereby award Bid 10-02MAR06 Digital Photocopiers to Ikon Office Solutions. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 30<sup>th</sup> day of May, 2006.

ATTEST:

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

Keith Schnarre  
Keith Schnarre  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

**PURCHASE AGREEMENT FOR  
PHOTOCOPIER AND MAINTENANCE**

**THIS AGREEMENT** dated the 30 day of May 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Ikon Office Solutions**, 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 Digital Photocopiers, bid number **10-02MAR06** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Statement of Bidder's Qualifications, Attachment 1 Vendor Information, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated March 1, 2006 executed by Chris Herter, 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, Statement of Bidder's Qualifications, Attachment 1 Vendor Information, 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 equipment and maintenance:

→ Prosecuting Attorney's Office – Boone County Courthouse, 705 E. Walnut, Columbia, MO 65201. One (1) Canon ImageRUNNER 5570 copier (\$6310.00) with the following Add Alternates: Fully networked (\$1928.24); Finisher with the capability to staple in multiple positions and equipped with a saddle finisher (\$2964.71); Puncher unit capable of making 2 or 3 hole punches (\$476.47) and; Fax (\$600.00) for an equipment and contract cost of Twelve Thousand Two Hundred Seventy Nine Dollars and Forty Two Cents (\$12,279.42).

Maintenance shall be provided for the copier for 350,000 copies per year. Maintenance shall be billed on a pro-rated basis beginning with copier delivery through December 31, 2006 and thereafter on a yearly basis for \$1,571.50. Overage shall be billed at a cost of .00449 per copy. Equipment and service shall be provided as required in the bid specifications for the prices quoted. All supplies, excluding staples and paper shall be included in the above stated maintenance cost. Staples shall be billed at the rate of \$39.00 as stated in the bid response.

3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 10 days after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Prosecuting Attorney's Office 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.

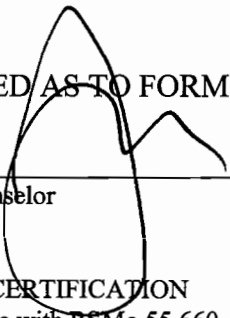
**Ikon Office Solutions**

by   
title Major Account Exec.

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
  
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

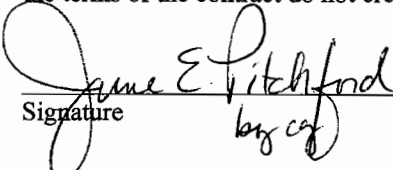
  
County Counselor

ATTEST:

  
Wendy S. Noren, County Clerk *FS*

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 *by cef*

5/25/06  
Date

1261/92000 - \$12,279.42

Appropriation Account

4. Response Form

4.1. Company Name: IKON OFFICE SOLUTIONS

4.2. Address: 1401 Forum Blvd Ste 202

4.3. City/Zip: Columbia, MD 65203

4.4. Phone Number: 573-447-5308

4.5. Fax Number: 573-446-4777

4.6. Federal Tax ID: 23-0334400

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

4.7. Pricing

4.7.1. **COPIER #1 – Base copier per specifications in Section 2.3.** CANON IR 5570 Unit Price \$ 6310<sup>00</sup>

4.7.2. List any deviations to the original specifications:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

4.8. ADD Alternates for Copier #1

Fully networked copier with scanning capabilities per section 2.4.1. and Print Capability including PDLs Adobe Postscripts 3, PCL6,

4.8.1. TIFF, PDF, Automatic PDL sensing and switching \$ 1928.24

Identify Memory Included 512MB RAM / 20GB HDD  
 Identify Memory Expansion Capabilities NA

4.8.2. Large Capacity Paper Deck \$ 1482.35

Please specify paper capacity 3500 Sheets

Finishers

4.8.3. Finisher with the capability to staple in top corner (30 sheets) \$ 1983.33

4.8.4. Finisher with the capability to staple in multiple positions \$ 1983.33

4.8.5. Finisher with the capability to staple in multiple positions and equipped with a saddle finisher per section 2.4.5. \$ 2964.71

4.8.6. Puncher Unit capable of making 2 or 3 hole punches \$ 476.47

4.8.7. Fax per specifications in section 2.4.7. \$ 600<sup>00</sup>

Please describe any responsibility of the County to complete installation of fax.

Provide fax line within close proximity  
of the machine

**TOTAL OF ALL ADD ALTERNATES (Section 4.8.1.-4.8.8.)** \$ 11,418.43

**Annual Maintenance Cost-Bidder must include all supplies (except for paper and staples) and**

**4.9. must provide fixed prices in the blanks below. Percentage increases are not acceptable.**

Annual Number of Copies (Contract Year 1)		Annual Cost for Maintenance	Cost per Copy for Overage
4.9.1.	200,000	\$ <u>898<sup>00</sup></u>	\$ <u>.00449</u>
4.9.2.	250,000	\$ <u>1225<sup>00</sup></u>	\$ <u>"</u>
4.9.3.	300,000	\$ <u>1347<sup>00</sup></u>	\$ <u>"</u>
4.9.4.	350,000	\$ <u>1571.50</u>	\$ <u>"</u>
Annual Number of Copies (Contract Year 2)		Annual Cost for Maintenance	Cost per Copy for Overage
4.9.5.	200,000	\$ <u>898<sup>00</sup></u>	\$ <u>.00449</u>
4.9.6.	250,000	\$ <u>1225<sup>00</sup></u>	\$ <u>"</u>
4.9.7.	300,000	\$ <u>1347<sup>00</sup></u>	\$ <u>"</u>
4.9.8.	350,000	\$ <u>1571.50</u>	\$ <u>"</u>
Annual Number of Copies (Contract Year 3)		Annual Cost for Maintenance	Cost per Copy for Overage
4.9.9.	200,000	\$ <u>898<sup>00</sup></u>	\$ <u>.00449</u>
4.9.10.	250,000	\$ <u>1225<sup>00</sup></u>	\$ <u>"</u>
4.9.11.	300,000	\$ <u>1347<sup>00</sup></u>	\$ <u>"</u>
4.9.12.	350,000	\$ <u>1571.50</u>	\$ <u>"</u>
Annual Number of Copies (Contract Year 4)		Annual Cost for Maintenance	Cost per Copy for Overage
4.9.13.	200,000	\$ <u>898<sup>00</sup></u>	\$ <u>.00449</u>
4.9.14.	250,000	\$ <u>1225<sup>00</sup></u>	\$ <u>"</u>
4.9.15.	300,000	\$ <u>1347<sup>00</sup></u>	\$ <u>"</u>
4.9.16.	350,000	\$ <u>1571.50</u>	\$ <u>"</u>
Annual Number of Copies (Contract Year 5)		Annual Cost for Maintenance	Cost per Copy for Overage
4.9.17.	200,000	\$ <u>898<sup>00</sup></u>	\$ <u>.00449</u>



4.9.18.	250,000	\$ <u>1225.00</u>	\$ <u>.00449</u>
4.9.19.	300,000	\$ <u>1347.00</u>	\$ <u>"</u>
4.9.20.	350,000	\$ <u>1571.50</u>	\$ <u>"</u>
	Annual Number of Copies (Contract Year 6)	Annual Cost for Maintenance	Cost per Copy for Overage
4.9.21.	200,000	\$ <u>898.00</u>	\$ <u>.00449</u>
4.9.22.	250,000	\$ <u>1225.00</u>	\$ <u>"</u>
4.9.23.	300,000	\$ <u>1347.00</u>	\$ <u>"</u>
4.9.24.	350,000	\$ <u>1571.50</u>	\$ <u>"</u>
	Annual Number of Copies (Contract Year 7)	Annual Cost for Maintenance	Cost per Copy for Overage
4.9.25.	200,000	\$ <u>898.00</u>	\$ <u>.00449</u>
4.9.26.	250,000	\$ <u>1225.00</u>	\$ <u>"</u>
4.9.27.	300,000	\$ <u>1347.00</u>	\$ <u>"</u>
4.9.28.	350,000	\$ <u>1571.50</u>	\$ <u>"</u>

**Describe Warranty Features including Length and Features (Warranty to cover all components acquired at time of purchase)**

4.10.

NO WARRANTY

4.11. Annual Copy Rating: 2,640,000

4.12. Warm Up Time: 30 seconds

Unit Price

4.13. COPIER #2 - Base copier per specifications in Section 2.5.

\$ 4832.00

CANON IR4570

4.13.1. List any deviations to the original specifications:

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4.14. ADD Alternates for Copier #2

Fully networked copier with scanning capabilities per section 2.6.1. and Print Capability including PDLs Adobe Postscripts 3, PCL6,

4.14.1. TIFF, PDF, Automatic PDL sensing and switching

\$ 1900.<sup>00</sup>

Identify Memory Included 512 MB RAM / 20GB HDD

Identify Memory Expansion Capabilities NA

4.14.2. Large Capacity Paper Deck \$ 1391.<sup>00</sup>

Please specify paper capacity 2500 sheets

4.14.3. Upgrade Document Feeder to a 50 sheet capacity \$ Standard

**Finishers**

4.14.4. Finisher with the capability to staple in top corner (30 sheets) \$ 735.<sup>00</sup>

4.14.5. Finisher with the capability to staple in multiple positions \$ 1600.<sup>00</sup>

4.14.6. Finisher with the capability to staple in multiple positions and equipped with a saddle finisher per section 2.6.6. \$ 2363.<sup>00</sup>

4.14.7. Puncher Unit capable of making 2 or 3 hole punches \$ 571.<sup>00</sup> ONLY AVAILABLE ON Multi-Position & Saddle Finisher

4.14.8. Fax per specifications in section 2.6.8. \$ 588.<sup>00</sup>

Please describe any responsibilities of the County to complete installation of fax.

Provide fax line within close proximity of the machine

**TOTAL OF ALL ADD ALTERNATES (Section 4.14.1.-4.14.8.)** \$ 9148.<sup>00</sup>

**Annual Maintenance Cost-Bidder must include all supplies (except for paper and staples) and must provide fixed prices in the blanks below. Percentage increases are not acceptable.**

Annual Number of Copies (Contract Year 1)	Annual Cost for Maintenance	Cost per Copy for Overage
4.15.1. 200,000	\$ <u>1220.<sup>00</sup></u>	\$ <u>.0061</u>
4.15.2. 250,000	\$ <u>1525.<sup>00</sup></u>	\$ <u>.0061</u>
4.15.3. 300,000	\$ <u>1830.<sup>00</sup></u>	\$ <u>.0061</u>
Annual Number of Copies (Contract Year 2)	Annual Cost for Maintenance	Cost per Copy for Overage
4.15.4. 200,000	\$ <u>1220.<sup>00</sup></u>	\$ <u>.0061</u>
4.15.5. 250,000	\$ <u>1525.<sup>00</sup></u>	\$ <u>.0061</u>
4.15.6. 300,000	\$ <u>1830.<sup>00</sup></u>	\$ <u>.0061</u>
Annual Number of Copies (Contract Year 3)	Annual Cost for Maintenance	Cost per Copy for Overage
4.15.7. 200,000	\$ <u>1220.<sup>00</sup></u>	\$ <u>.0061</u>
4.15.8. 250,000	\$ <u>1525.<sup>00</sup></u>	\$ <u>.0061</u>
4.15.9. 300,000	\$ <u>1830.<sup>00</sup></u>	\$ <u>.0061</u>

Annual Number of Copies (Contract Year 4)		Annual Cost for Maintenance	Cost per Copy for Overage
4.15.10.	200,000	\$ <u>1220<sup>00</sup></u>	\$ <u>.0061</u>
4.15.11.	250,000	\$ <u>1525<sup>00</sup></u>	\$ <u>.0061</u>
4.15.12.	300,000	\$ <u>1830<sup>00</sup></u>	\$ <u>.0061</u>
Annual Number of Copies (Contract Year 5)		Annual Cost for Maintenance	Cost per Copy for Overage
4.15.13.	200,000	\$ <u>1220<sup>00</sup></u>	\$ <u>.0061</u>
4.15.14.	250,000	\$ <u>1525<sup>00</sup></u>	\$ <u>.0061</u>
4.15.15.	300,000	\$ <u>1830<sup>00</sup></u>	\$ <u>.0061</u>
Annual Number of Copies (Contract Year 6)		Annual Cost for Maintenance	Cost per Copy for Overage
4.15.16.	200,000	\$ <u>1220<sup>00</sup></u>	\$ <u>.0061</u>
4.15.17.	250,000	\$ <u>1525<sup>00</sup></u>	\$ <u>.0061</u>
4.15.18.	300,000	\$ <u>1830</u>	\$ <u>.0061</u>
Annual Number of Copies (Contract Year 7)		Annual Cost for Maintenance	Cost per Copy for Overage
4.15.19.	200,000	\$ <u>1220<sup>00</sup></u>	\$ <u>.0061</u>
4.15.20.	250,000	\$ <u>1525<sup>00</sup></u>	\$ <u>.0061</u>
4.15.21.	300,000	\$ <u>1830<sup>00</sup></u>	\$ <u>.0061</u>

4.16. Describe Warranty Features including Length and Features (Warranty to cover all components acquired at time of purchase)

No WARRANTY

4.17. Annual Copy Rating: 2,040,000

4.18. Warm Up Time: 30 seconds

4.19. TRADE-IN INFORMATION – The County may choose to trade in the following machines. The County is trading the machines “as is” and does not take any responsibility for operating performance. If you wish to assess the equipment, please contact Heather Turner at 573-886-4392. Trade-in will be on a “one to one” ratio for purchases.

4.19.1. \$ 0

4.19.2. \$ 0

4.20. STAPLES – Please provide a fixed price below for staples for each copy machine bid.

30 Sheet Finisher - 56"/15000  
 Copier #1 \$ saddle stitch - 39"/6000 Copier #2 \$ SAME

4.21. **Items to Submit Along with Bid Response:**

- Letter confirming bidder is an authorized service representative for machine bid.
- Manufacturer statement verifying training of manager and technician as stated in Section 2.8.5.
- State of Bidder's Qualifications
- Attachment 1

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

4.22.1. Authorized Representative (Sign By Hand):



4.22.2. Type or Print Signed Name:

Chris Herter

4.22.3. Today's Date: 3-1-06

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

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

4.24. Delivery ARO: 7-16 DAYS

## STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form in separate envelope appropriately designated.)

1. Number of years in business: 54 If not under present firm name, list previous firm names and types of organizations.

Alco Standard - Mirex Corporation

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2. Contracts on hand: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
<u>Copiers</u>	<u>State of Missouri</u>	<u>2.5 mill</u>	
<u>Copiers</u>	<u>University of Missouri</u>	<u>1.5 mill</u>	
<u>Copiers</u>	<u>BJC/Boone Hospital</u>	<u>4.7 mill</u>	

3. General type of product sold and manufactured:

Copiers / Printers / Networking Solutions / Outsourcing

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

(a) Number of contracts on which default was made: None

(b) Description of defaulted contracts and reason therefore:

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5. List banking references:

JP Morgan Securities, Inc 227 W. Monroe Chicago, IL 312-541-4205  
Bank of America 101 South Tryon Charlotte, NC 704-386-8720  
PNC Bank 1600 Market St Philadelphia, PA 215-545-7835

6. Upon request will you within 3 (three) days file a detailed confidential financial statement?

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

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

this 1 day of March, 2006.

IKON office solutions  
Name of Organization(s)

By [Signature]  
(Signature)

Major Account  
(Title of person signing)

**ATTACHMENT 1**  
**VENDOR INFORMATION**

Bidders are requested to provide the following information

1. List all service center locations that will service Boone County equipment.

Columbia

2. Indicate the number of service representatives that are trained on the equipment proposed and will be responding to the service calls.

Nine

3. Describe the technical training of the service representatives. (i.e. factory school trained, factory audio-visual trained, dealer trained, etc.).

Instructor led factory trained with hands on, troubleshooting, and testing required.

4. State the years of experience of each service representative who will respond to service calls.

<u>Mike Turner - 23</u>	<u>Mike Sommerer - 11</u>	<u>Mark Weiberg - 10</u>
<u>Greg Baker - 15</u>	<u>Gary Carroll - 10</u>	<u>Jamie Rentschler - 5</u>
<u>Scott Rakes - 21</u>	<u>Dennis Garber - 10</u>	<u>Lee Scroggins - 16</u>

5. Describe the procedures to be used to contact service personnel.

Submitted via web or voice mail service request direct to technician

6. Please list three public entities with contact name and telephone numbers for whom you have provided similar equipment.

<u>University of Missouri</u>	<u>Joetta Gross</u>	<u>882-5058</u>
<u>Boone Hospital Center</u>	<u>Darren Day</u>	<u>815-3798</u>
<u>City of Columbia</u>	<u>Melinda Pope</u>	<u>874-7375</u>

# Systems & Technical Support Division

with the concurrence of the Canon Educational Services' Staff  
hereby confers upon

JAMIE RENTSCHLER

this

imageRUNNER 2270/2870/3570/4570

Diploma

in recognition of the successful completion of the prescribed curriculum on

Friday, January 14, 2005

*James Lucas*

Training Manager  
Canon U.S.A., Inc.

*[Signature]*  
AEP Instructor

**Canon**



# Systems & Technical Support Division

with the concurrence of the Canon Educational Services' Staff  
hereby confers upon

DENNIS GARZA

this

imageRUNNER 600/8500/105

Diploma

in recognition of the successful completion of the prescribed curriculum on

Thursday, July 25, 2002

*James O'Hern*

Training Manager  
Canon U.S.A., Inc.

*[Signature]*

ATP Instructor

**Canon**

**Canon**

SELF-PACED TRAINING

**CERTIFICATE OF TECHNICAL PROFICIENCY**

awarded to

Greg Baker

of IKON Office Solutions C405

for successfully completing the Technical Course of Instruction  
for the Canon

**imageRUNNER 8500**



Canon U.S.A., Inc.  
Training Manager

October 11, 2001

Date

# Systems & Technical Support Division

with the concurrence of the Canon Educational Services' Staff  
hereby confers upon

*GARY CARROLL*

this

*imageRUNNER 2270/2870/3570/4570*

Diploma

in recognition of the successful completion of the prescribed curriculum on

Friday, December 03, 2004

*James Lucas*

Training Manager  
Canon U.S.A., Inc.

*Don Wilson*

ATP Instructor

**Canon**

# Systems & Technical Support Division

with the concurrence of the Canon Educational Services' Staff  
hereby confers upon

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*imageRUNNER 2270/2870/3570/4570*

Diploma

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Friday, December 03, 2004

*James Lucas*

Training Manager  
Canon U.S.A., Inc.

*Don Wilson*

AT&T Instructor

**Canon**

**Systems & Technical Support Division**

with the concurrence of the Canon Educational Services' Staff  
hereby confers upon

**JAMIE REINISCHLER**

this

**imageRUNNER 2270/2870/3570/4570**

Diploma

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Friday, January 14, 2005

*James Lucas*  
Training Manager  
Canon U.S.A., Inc.

*[Signature]*  
AEP Instructor

**Canon**

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Thursday, July 25, 2002

*James O'Hern*

Training Manager  
Canon U.S.A., Inc.

*Ray Sanchez*

ATP Instructor

**Canon**

**Canon**

SELF-PACED TRAINING

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Canon U.S.A., Inc.  
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Date

# Systems & Technical Support Division

with the concurrence of the Canon Educational Services' Staff  
hereby confers upon

*GARY CARROLL*

this

*imageRUNNER 2270/2870/3570/4570*

Diploma

in recognition of the successful completion of the prescribed curriculum on  
Friday, December 03, 2004

*James Lucas*

Training Manager  
Canon U.S.A., Inc.

*Don Wilson*

ATCP Instructor

# Canon

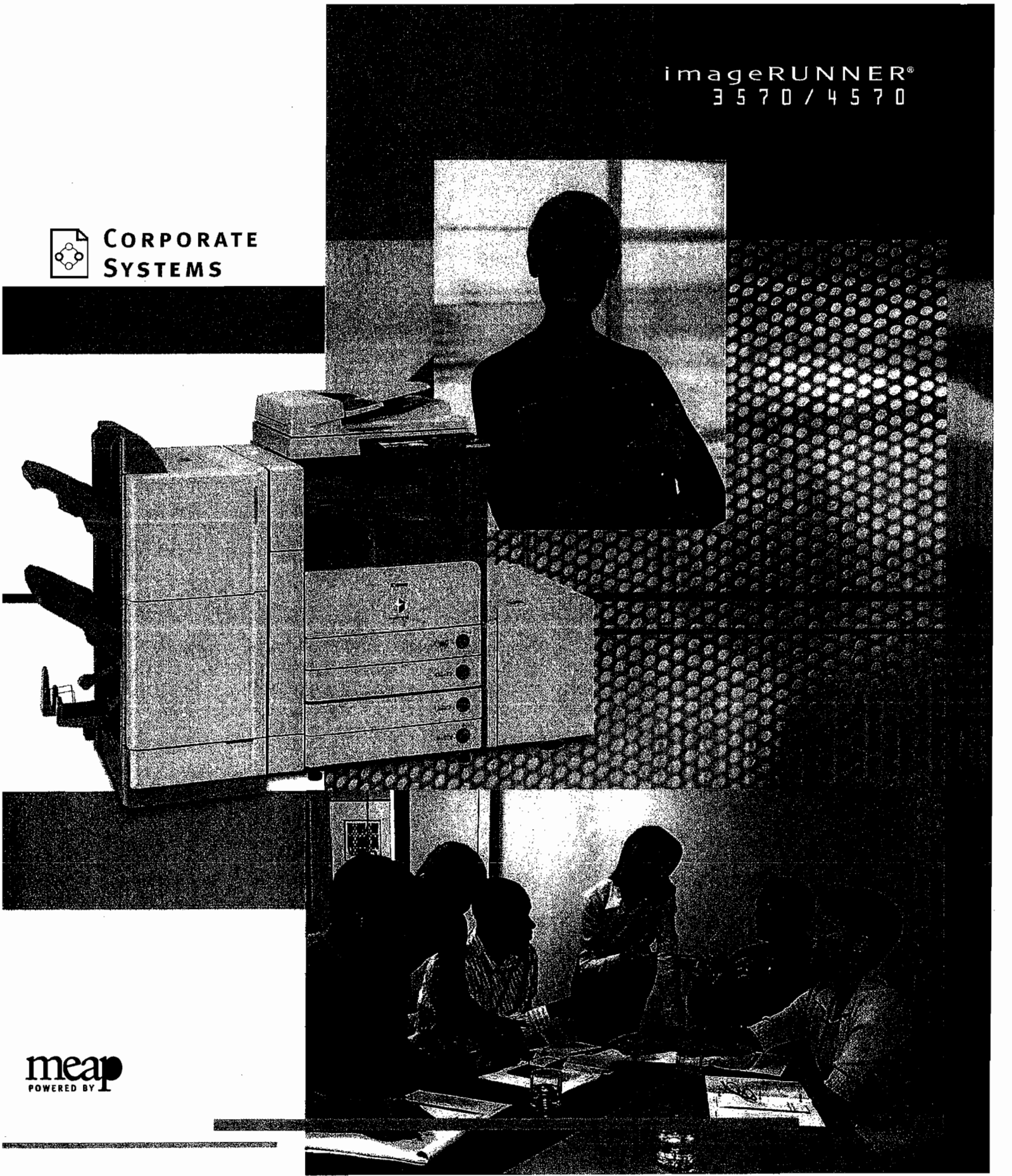


# Canon

imageRUNNER®  
3570/4570



CORPORATE  
SYSTEMS



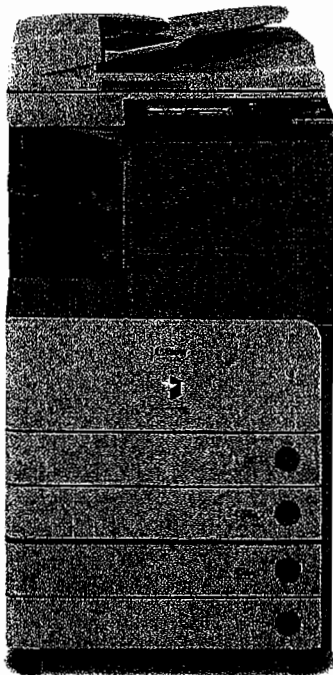
meap  
POWERED BY I

imageRUNNER®  
3570 / 4570

CORPORATE SYSTEMS

## EXPERIENCE A BREAKTHROUGH IN MULTIFUNCTION TECHNOLOGY

The Canon imageRUNNER® 3570 and imageRUNNER 4570 are new-generation devices that allow you to achieve maximum control over office workflow and costs.



Your growing business can no longer conform to the rigid workflow processes forced upon it by yesterday's office technology. You need an office solution that can be shaped around your specific needs. Now you can have it with the Canon imageRUNNER 3570/4570 devices.

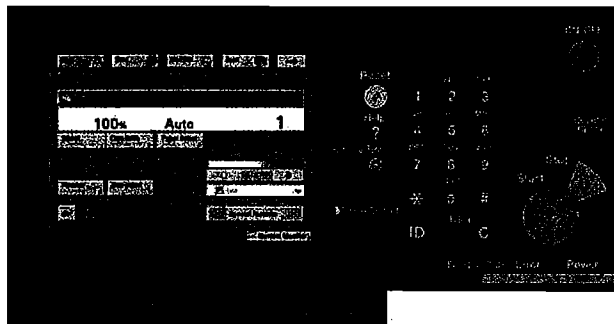
Designed for the tightest possible integration with your environment, these new-generation imageRUNNER devices deliver unmatched performance, reliability, and innovation. Featuring Canon MEAP® (Multifunctional Embedded Application Platform) technology, every user will be empowered with more effective management of paper- and electronic-based information.

The imageRUNNER 3570/4570 systems provide greater security measures for your online information sharing and storage needs, plus a host of value-added functions that will make these devices the centerpiece of your office communications.



## MAXIMUM PRODUCTIVITY FROM START TO FINISH.

Representing a new symbol of innovative technology, quality, and reliability.

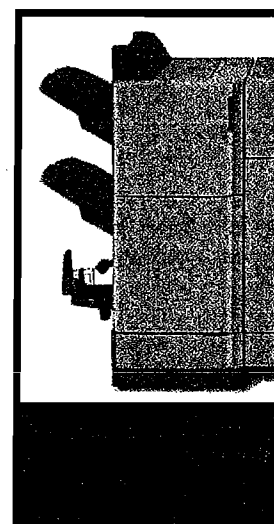
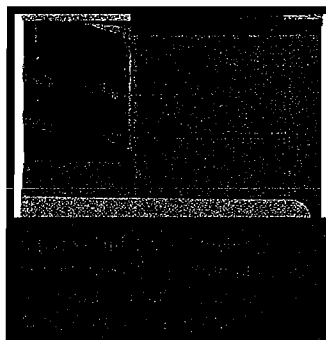
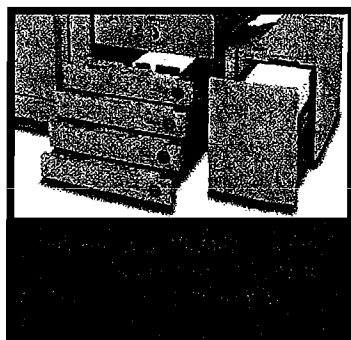
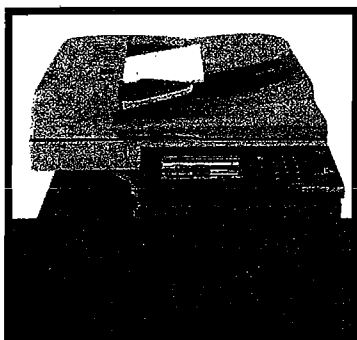


The imageRUNNER 3570/4570 devices offer all the functionality you'll ever need in a multifunction machine. Powered by the latest Canon imagePlatform architecture, these models are designed to drive exceptional performance with true concurrent processing across all functions—including copying, printing, scanning, sending, and faxing.

At the heart of the system is a high-quality, digital laser copier/printer engine that delivers output speeds of up to 35 and 45 pages per minute (letter), respectively, to keep pace with daily business tasks. Supporting output resolutions

up to 2400 x 600-equivalent dpi, the imageRUNNER 3570/4570 devices ensure that every document always looks its best.

Ideal for medium-sized businesses and workgroups alike, the imageRUNNER 3570/4570 models offer a number of energy- and time-saving features to help reduce costs and meet those important deadlines. And, with innovative hardware and system accessories, you can configure a system to suit your specific needs. For all configurations, an easy-to-use, full-color touch-screen interface provides quick, intuitive operation of all device functions.



The images above may contain optional accessories.

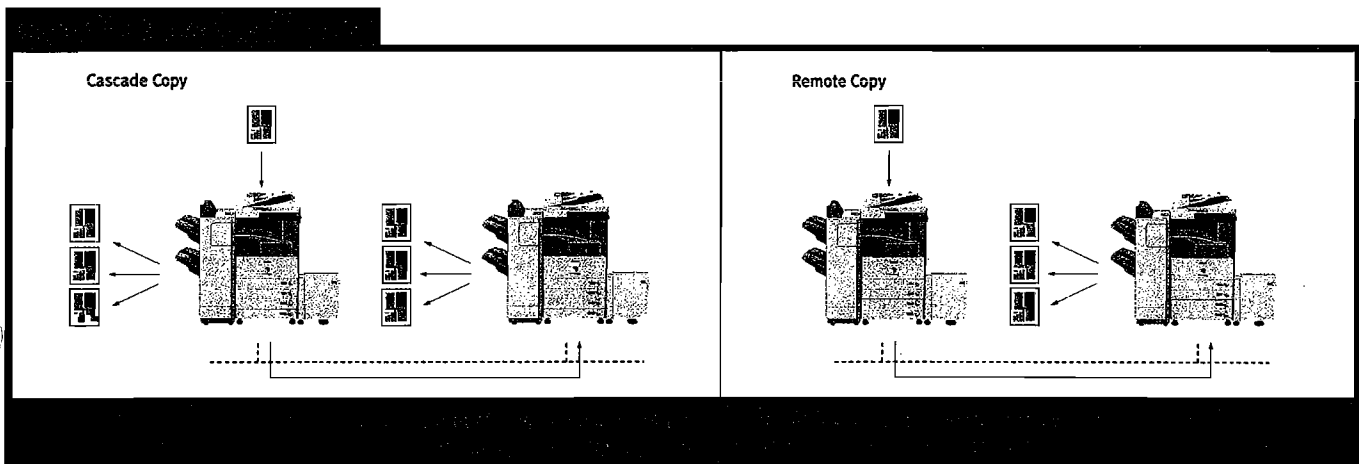
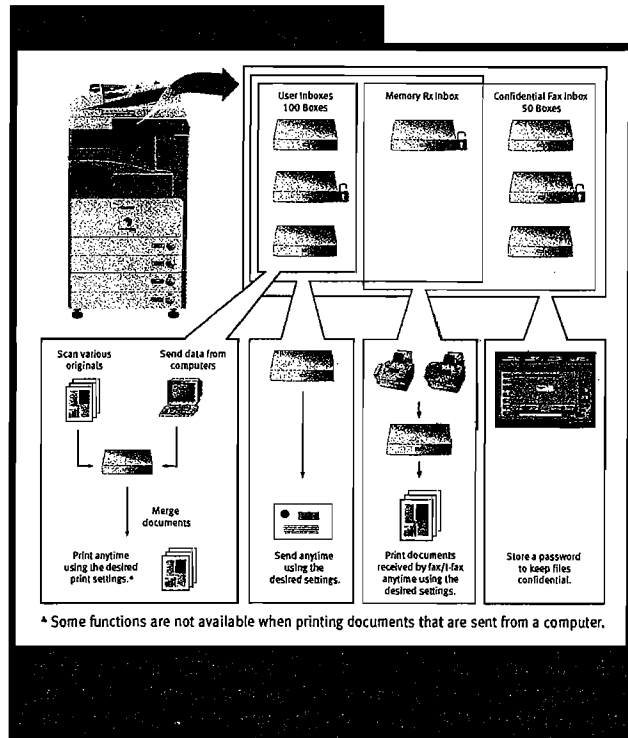
## DUPLICATE DOCUMENTS, NOT EFFORT

Versatile, productive copy and storage features put document control in the hands of every end-user.

### Advanced Hard-Copy Reproduction and Storage

The imageRUNNER 3570/4570 devices are equipped with powerful Canon image processing technology and an extensive memory capacity to maximize system performance. Each system has 512MB RAM, a 20GB Hard Disk Drive, and supports a number of advanced document reproduction and storage features that enhance workflow.

Now you can take advantage of device document manipulation features for accurate reproduction or modification of hard-copy images. Add digital data to copy sets to utilize complete document control and generate creative output. Plus, advanced document creation modes allow for covers, chapters, and inserts—even the ability to use several paper types in the same job.



\*Check with your local Authorized Canon Dealer for availability.

## EFFICIENT COMMUNICATIONS AT NETWORK SPEED

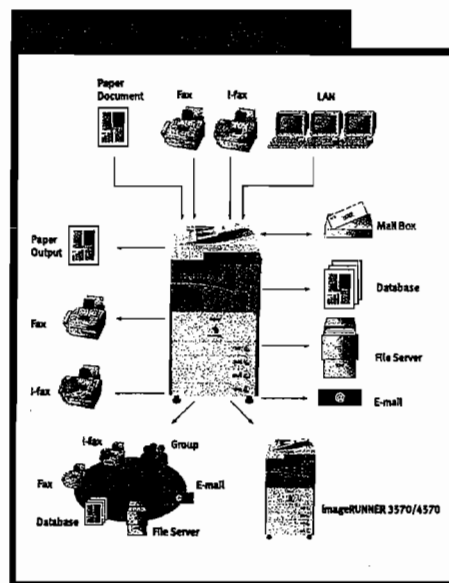
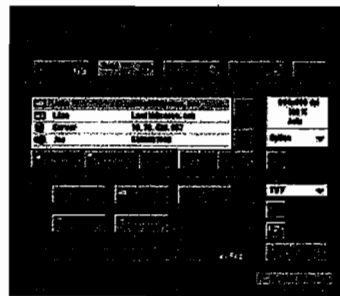
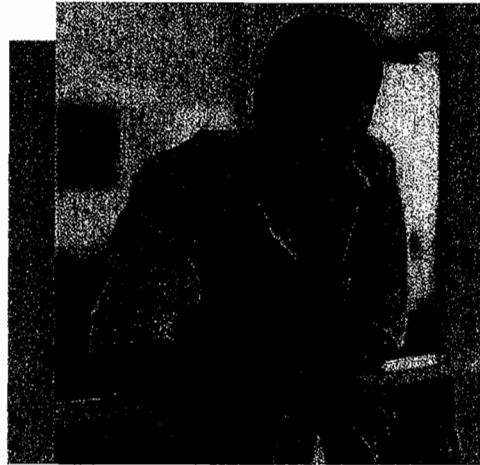
Incorporate innovative document distribution capabilities and transform the way your office communicates.

### Remove the Barriers To Efficient Information Sharing

Add the optional Universal Send™ kit and push digital documents to any network destination—individual or group e-mail addresses or Internet faxes, local Mail Boxes, network folders, and document management systems—in one simple, cost- and time-saving operation. Users may select from several industry-standard file formats, take advantage of searchable PDF (OCR) Mode,\*\* PDF Encryption,\*\* and URL Send Modes, and choose destinations from the system's high-capacity Address Book. With LDAP support, larger organizations can search up to five corporate e-mail servers for accurate, authorized recipient selection without error.

The imageRUNNER 3570/4570 devices support standard TWAIN-compliant scanning for basic image capturing needs through the Canon Network ScanGear utility, as well as traditional faxing through one or two optional dedicated fax lines—even PC faxing right from the desktop. Through job forwarding features, the system can route all of your incoming communications to other destinations, ensuring that you're never out of reach of important information.†

For even greater document distribution needs and populations, connect with eCopy ShareScan™ OP as an embedded application on your device. eCopy easily links the imageRUNNER 3570/4570 system with your company's e-mail and networked enterprise applications for secure, paperless distribution and management of data.



\*Available with optional Universal Send PDF Enhancement Kit.  
†Requires optional Universal Send Kit.

## FREE REIGN FOR ALL ON YOUR NETWORK

Unleash the true power of your imageRUNNER 3570/4570 devices for exceptional print performance.

### Easy Integration into Existing Infrastructures

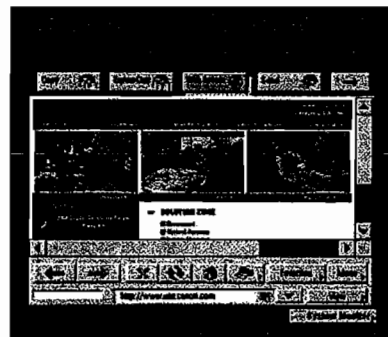
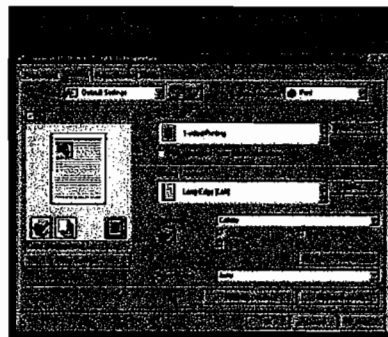
Compatible with most of today's popular operating systems, the imageRUNNER 3570/4570 systems are at home in any network environment. The standard 10/100Base-T Ethernet interface supports the fastest possible data transfer speeds in shared environments or, for expanded versatility, use the USB 2.0 High-Speed Interface for direct connection to a host PC.

### When You Need Something To Hold On To

When you choose to connect your imageRUNNER device as a network printer, rest assured that Canon has all the bases covered. Install the Canon Multi-PDL Printer Kit-E1 and watch employee productivity soar. With support for PostScript® 3™ Emulation and PCL 5e/6 page description languages, the imageRUNNER 3570/4570 devices are perfectly suited for general office printing applications with superior image quality. For accelerated printing performance, leverage Canon proprietary UFR II (Ultra Fast Rendering) technology, which processes print files with incredible speed.

### Value-added Printing Functionality

The imageRUNNER 3570/4570 devices go even further to support several additional value-added printing capabilities. There's a Secured Print function for document confidentiality, support for integration with imageWARE™ Publishing Manager (optional) for drag-and-drop document building, and optional barcode printing\*† for quick and accurate production of barcodes. The system also offers the industry's first-ever Web Access function.\* This option allows users to call up Internet or intranet data on the full-size user interface panel for information retrieval as well as print† forms and documents—without the use of a PC.



\*Check with your local Authorized Canon Dealer for availability.  
† Requires Multi-PDL Printer Kit-E1.

## YOUR BUSINESS IS UNIQUE. WHY NOT YOUR OFFICE EQUIPMENT?

Install, manage, and customize the imageRUNNER 3570/4570 operation and functionality to match your specific needs.

### Now You're in Complete Control

Don't let networked devices dictate how your business operates. Canon offers all the tools you need to simplify imageRUNNER 3570/4570 configurations, administration, access, and customization—regardless if you're supporting a single unit or a fleet of networked MFPs.

Canon device management utilities, offered either as part of the standard feature-set or as optional upgrades, are embodied within the Canon NetSpot® Suite and Remote UI™ utilities. Authentication features, such as Department ID Mode, provide the ability to track or limit access to the device to those users assigned valid IDs and passwords. Simple Device Login (SDL) and Single Sign-on (SSO) features allow users to enter existing personal IDs and passwords to gain system access.

Once access is granted, a number of advanced security features go to work to help prevent data from being compromised or intercepted by outsiders. For even greater protection, the imageRUNNER Security Kit initiates the overwriting of hard disks and completely erases stored data.

In a networked environment, an administrator can control services and protocols as well as port usage. This person can also specify which users have access to the device using Mac and IP address filters.

### Access for Everyone, Anywhere, Anytime

The imageRUNNER 3570/4570 devices go further to provide access to every authorized user. Disabled users can operate system functions from a laptop or desktop PC using the Remote Operator's Software Kit,\* as well as receive audible job confirmation through the optional Voice Guidance Kit.\*

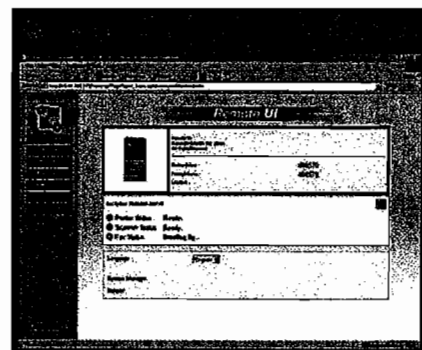
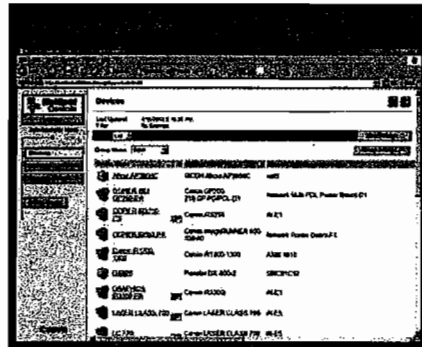


### Tailor Your System to the Way You Work

With Canon Java-based MEAP (Multifunctional Embedded Application Platform) architecture, the system can incorporate unique applications that run embedded in the device. The result is total integration of the imageRUNNER 3570 or imageRUNNER 4570 device into your business infrastructure.

### Image of a Leader

As a leading producer of network-connected multifunction devices, Canon continues to set new standards for quality, performance, and reliability. That's why you can trust Canon to provide you with solutions to make your corporate workgroup more productive, and any business more competitive.



\*Check with your local Authorized Canon Dealer for availability.

imageRUNNER 3570/4570 Specifications

Type: Digital, Multifunction Imaging System  
 Imaging System: Laser Dry Electrostatic Transfer  
 Developing System: Dry Dual Component Developing System  
 Fixing System: RAPID Fusing System™  
 Image Server Memory: Standard 512MB RAM/20GB HDD  
 First-copy Time: 3.9 Seconds from Platen Glass  
 5.9 Seconds from Feeder  
 Warm-up Time: 10 Seconds or Less from Sleep Mode  
 30 Seconds from Main Power Off  
 Up to 35/45 ppm (Letter)  
 Copy/Print Speed: 100  
 Max. Mail Boxes Supported: 5 Jobs  
 Max. Copy Reservation: 600 dpi x 600 dpi  
 Actual Resolution: 2400 dpi x 600 dpi (Print)  
 Interpolated Resolution: 256 Gradations of Gray  
 Halftone: Standard Automatic Trayless Duplexing  
 Duplexing: Duplexing  
 Magnification Reduction/Enlargement: 25% to 400% — Platen  
 25% to 200% — Feeder  
 (in 1% increments)  
 Automatic or Manual (9 Levels)  
 Exposure Control: Automatic  
 Paper Sources Standard: Dual 550-sheet Paper Cassettes (1,100 Sheets)  
 Stack Bypass (50 Sheets)  
 2,500-sheet Paper Deck (20 lb. Bond)  
 Dual 550-sheet Cassette Feeding Unit (4,750 Sheets Max.)  
 Optional: 1 to 999  
 17 lb. to 20 lb. Bond (Cassette)  
 17 lb. to 32 lb. Bond (Stack Bypass)  
 Multiple Copies: 1 to 999  
 or Weights: 17 lb. to 20 lb. Bond (Cassette)  
 17 lb. to 32 lb. Bond (Stack Bypass)  
 Network Interface Connections: 10/100Base-T (RJ-45)  
 Dimensions (H x W x D): 29-7/8" x 22-1/4" x 27-5/8"  
 (761mm x 565mm x 700mm)  
 Installation Space: (W x D): 34" x 27-5/8"  
 Weight: 136 lb. (61.6kg)  
 Power Requirements: 120V AC, 60Hz, 10A  
 Power Consumption: 1.35kW (Max.)  
 Toner Yield: 24,000 @ 6% Coverage  
 Optional Accessories  
 Universal Send Kit-B1  
 Sending Methods: E-mail, H-fax, Super G3 Fax (Optional), User Inbox, File Server (IPX, FTP, SMB)  
 Address Book Capacity: Max. 1,800 Destinations  
 Max. 5 LDAP Servers  
 File Format: TIFF, PDF, Optional PDF (OCR)  
 Sending Sizes: Statement to 11" x 17"

Duplexing Automatic Document Feeder-N1  
 Acceptable Originals: Statement to 11" x 17"  
 Capacity: 50 Sheets (20 lb. Bond/Letter)  
 Max. Paper Weight: 13 lb. to 32 lb. Bond  
 Cassette Feeding Unit-Y2  
 Paper Capacity: Dual 550-sheet Paper Cassettes (1,100 Sheets/20 lb. Bond)  
 Acceptable Paper Sizes: Statement-R to 11" x 17"  
 Acceptable Paper Weights: 17 lb. to 20 lb. Bond  
 Paper Deck-Q1  
 Paper Deck Capacity: 2,500 Sheets (20 lb. Bond)  
 Paper Size: Letter  
 Acceptable Paper Weights: 17 lb. to 20 lb. Bond  
 Inner 2-Way Tray-D1  
 Number of Trays: Two  
 Tray Capacity  
 Lower Output Tray: 250 Sheets (Letter)  
 100 Sheets (Other Sizes)  
 100 Sheets (Letter)  
 50 Sheets (Other Sizes)  
 150 Sheets (Letter)  
 Upper Output Tray: 250 Sheets (Letter)  
 100 Sheets (Other Sizes)  
 100 Sheets (Letter)  
 50 Sheets (Other Sizes)  
 150 Sheets (Letter)  
 Copy Tray-J1 (Optional): Statement to 11" x 17"  
 Acceptable Paper Sizes: Copy Tray-J1  
 Attachable Accessories:  
 Finisher-S1  
 Number of Trays: One (Second Tray Optional)  
 Tray Capacity  
 Non-collate, Collate, Group Mode: 1,000 Sheets (Letter, Statement)  
 Staple Mode: 1,000 Sheets/30 Sets  
 Tray Capacity (with Additional Finisher Tray-B1)  
 Non-collate, Collate, Group Mode: 300 Sheets per Tray (Letter, Statement)  
 300 Sheets/30 Sets per Tray (Letter)  
 Staple Mode: 150 Sheets/30 Sets (Legal, 11" x 17")  
 Corner Stapling (11" x 17", Legal, Letter, Letter-R)  
 Staple Position/Size: 50 Sheets (Letter)  
 Max. Stapling Capacity (Up to 20 lb. Bond): Puncher Unit-R1  
 Attachable Accessories: Additional Finisher Tray-B1  
 Copy Tray-J1  
 Finisher-Q3/Saddle Finisher-Q4  
 Number of Trays: Two  
 Tray Capacity  
 Non-collate, Collate, and Group Mode: 1,000 Sheets (Letter, Statement)  
 500 Sheets (11" x 17", Legal, Letter-R)  
 1,000 Sheets/30 Sets (Letter)  
 500 Sheets/30 Sets (11" x 17", Legal, Letter-R)  
 Staple Mode: 1,000 Sheets (Letter, Statement)  
 500 Sheets (11" x 17", Legal, Letter-R)  
 1,000 Sheets/30 Sets (Letter)  
 500 Sheets/30 Sets (11" x 17", Legal, Letter-R)

Max. Stapling Capacity  
 Corner, Double: 50 Sheets (Letter), 30 Sheets (Letter-R, Legal, 11" x 17")  
 Saddle-stitching (Available on Saddle Finisher-Q4 Only)  
 Acceptable Paper Sizes: Letter-R, Legal, 11" x 17"  
 Capacity/Tray: 1 to 5 Sheets/25 Sets  
 6 to 10 Sheets/15 Sets  
 11 to 15 Sheets/10 Sets  
 15 Sheets  
 Max. Stapling Capacity/Set: V-fold  
 Folding: Puncher Unit-M1  
 Attachable Accessories:  
 Super G3 Fax Board-Q1/G3 Multi-Line Fax Board-O1  
 Applicable Line: Public Switched Telephone Network (PSTN)  
 Connection Lines  
 Super G3 Fax Board-Q1: One  
 Super G3 Multi-Line Fax Board-O1: Two  
 Sending/Original Sizes: Statement to 11" x 17"  
 (from Document Feeder)  
 Statement to 11" x 17"  
 Recording/Printing Sizes: Statement to 11" x 17"  
 Multi-PDL Printer Kit-E1  
 Processor: Canon Custom Processor—Shared  
 RAM: 512MB—Shared  
 Hard Disk: 20GB—Shared  
 PDL Support: PCL 5e, PCL 6, PostScript 3 Emulation, UFR II  
 Interface Connections  
 Standard: RJ-45 (10/100Base-T), USB 2.0  
 High-speed  
 Network OS: Windows® 98/Me/2000/XP  
 Windows NT® 4.0/Server 2003  
 Macintosh® OS 8.0 or Later (PPD)  
 Solaris® 1.1x, 2.5x or Later  
 Novell® NetWare® v3.2, 4.1, 4.11, 4.2, 5, 5.1, 6, 6.5 (IPX/SPX™)  
 Additional Optional Accessories and Utilities  
 Platen Cover Type H  
 Puncher Unit-R1/M1  
 Cabinet  
 Envelope Feeder Attachment-C1  
 Accessibility Handle-A1  
 Copy Tray-J1  
 Bar Code Printing Kit-A1\*  
 Braille Label Kit-A1  
 Document Tray-J1  
 Card Reader-C1  
 Card Sets  
 Universal Send PDF Enhancement Kit-B1  
 imageRUNNER Security Kit-A2  
 eCopy Suite/ShareScan OP  
 Copy Tray-J1  
 Bar Code Printing Kit-A1\*  
 Web Access Software-A1\*  
 Voice Guidance Kit-A2\*  
 Remote Operator's Software Kit-A1\*  
 Removable HDD Kit\*

\*Check with your local Authorized Canon Dealer for availability.

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image*ANYWARE*

1-800-OK-CANON  
www.usa.canon.com

Canon U.S.A., Inc.  
One Canon Plaza  
Lake Success, NY 11042

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All specifications are subject to change without notice.

The products shown with optional accessories and equipment.

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# Canon

imageRUNNER®  
E570 / 5570 / 5070



CORPORATE  
SYSTEMS



meap  
POWERED BY I

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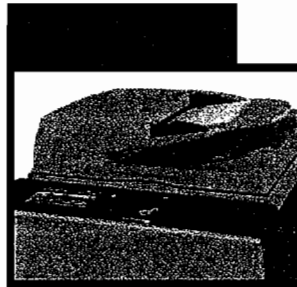
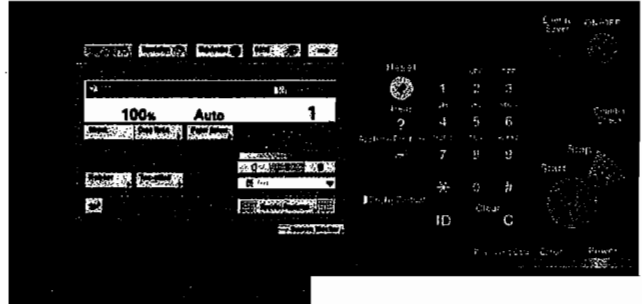
## POWERFUL PRODUCTIVITY STRAIGHT TO THE FINISH

The Canon imageRUNNER 6570/5570/5070 devices offer more document production flexibility than ever before.

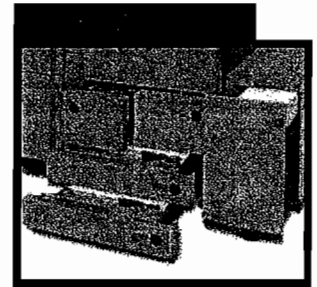
Featuring Canon's imagePlatform architecture, the imageRUNNER 6570/5570/5070 devices are designed to drive exceptional performance, with full concurrency across all system functions, including copying, printing, scanning, sending, and faxing.

Canon's custom processor technology is tied to a standard complement of 512MB RAM and a 20GB hard disk drive. Together, these elements deliver the processing power to support constant use in multiuser environments. Leveraging Canon's expertise in digital laser printer engine design, the imageRUNNER 6570/5570/5070 models ensure that every print/copy job is completed quickly, with output speeds of up to 65/55/50 pages per minute (letter), respectively. True 600 x 600 dpi scanning and Canon's innovative image enhancement technology deliver every page with superb image quality at resolutions of up to 2400 x 600 equivalent dpi.

With Canon's IH (Induction Heating) technology, warm-up times are measured in seconds, not minutes, and energy savings are counted in dollars, not pennies. Standard Stackless Duplexing helps reduce paper costs while high-yield, easy-to-replace supplies maximize uptime and keep running costs to a minimum. Canon's proprietary Amorphous Silicon Drum (A-Si) technology offers greater resilience to wear and tear than conventional drums, ensuring consistent high-definition output. Plus, a number of versatile system accessories provide configuration flexibility to suit every need and application.



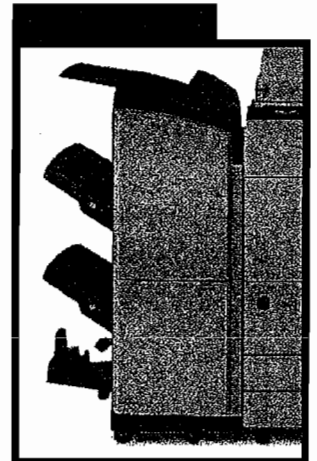
Reliably feed up to 100 one- or two-sided originals.



Get uninterrupted productivity with a 4,150-sheet standard paper supply, expandable to 7,650 with optional accessory.



Multiposition stapling, optional hole-punching, and a 4,000-sheet capacity for long-run job output.



Add professional saddle-stitched finishing for in-house booklet creation. Optional hole-punching also available.

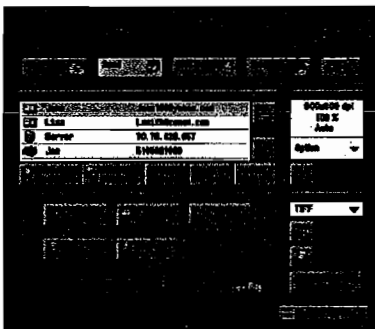
## FORMATION SHARING WITH JUST THE TOUCH OF A BUTTON

Leverage the power of your existing network infrastructure to communicate across the room or around the globe.



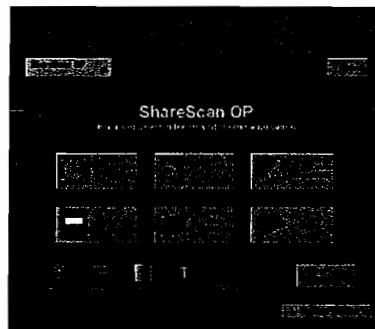
Start with basic document distribution by adding Super G3 Fax capabilities to the imageRUNNER 6570/5570/5070 devices and send documents as fast as three seconds per page.\* With the fax option, every connected user has access to paperless faxing right from the desktop through a user-friendly fax driver. The imageRUNNER 6570/5570/5070 devices also support standard TWAIN-compliant scanning image capture and editing needs at connected workstations through Canon's Network ScanGear utility.

For more advanced document distribution needs, add the optional Universal Send™ kit so you can push digital documents to any destination—individual or group e-mail addresses or Internet faxes, local Mail Boxes, network folders, and document management systems. Destinations can be entered and stored in the imageRUNNER 6570/5570/5070 Address Book, or searched on corporate networked servers using the system's LDAP support for accurate and authorized recipient selection.



Canon's URL Send feature enables scanned documents to be stored on the device while sending the URL of the document to a recipient for retrieval when they need it—reducing electronic jams and clogged e-mail inboxes. With Encrypted PDF Mode,\*\* users can minimize the risk of unauthorized access to scanned and sent files by encrypting the contents and assigning a password for opening, printing, and editing. With Searchable PDF Mode,\*\* users can scan and create searchable files to locate information quickly.

For enterprise-wide document distribution needs and high-volume recipient populations, the optional eCopy ShareScan™ OP software can be embedded in the imageRUNNER 6570/5570/5070 models for linkage with corporate e-mail and networked enterprise applications. This ensures secure, paperless distribution and management of corporate data.



\*Approximate 3-second-per-page fax transmission time based on ITU-T No. 1 Chart (JBIG, Standard Mode) at 33.6 Kbps modem speed when transmitting to another V.34 machine. The Public Switched Telephone Network (PSTN) currently supports 28.8 Kbps modem speeds or lower, depending on telephone line conditions.

\*\*Requires Universal Send PDF Enhancement Kit-B1.





**Boone County Purchasing**  
601 E. Walnut, Room 208  
Columbia, MO 65201

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

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

---

### ***Bid Data***

Bid Number: **10-02MAR06**  
Commodity Title: **Digital Photocopiers**

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

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

Day / Date: **THURSDAY, MARCH 2, 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 6<sup>th</sup> Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.**

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

Day / Date: **THURSDAY, MARCH 2, 2006**  
Time: **10:30 A.M. C.S.T.**  
Location / Address: **Boone County Johnson Building Conference Room  
601 E. Walnut, Room 213  
Columbia, MO 65201**

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#### ***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. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: [www.showmeboone.com](http://www.showmeboone.com)  
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental entity contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - The initial purchase Term and Supply Contract period shall be from Date of Award through December 31, 2006. The maintenance agreement may be automatically renewed for up to an additional seven (7) one-year periods unless canceled by the 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, Delivery, Installation, and Set-up of Digital Multifunction Imaging Systems and Maintenance of said equipment, as detailed in the following specifications.
  - 2.1.1. **Copiers** – Each new copier shall be delivered with two (2) containers of toner and/or developer when applicable. Cost of these supplies shall be included in the machine base bid price. Prices shall also include delivery, installation, set-up, and packing removal for each machine.
  - 2.1.2. **Quantity – Two (2)** – These copiers will be purchased from the following configurations. The County reserves the right to choose which machine and price submitted best meets their needs within the requirements of the minimum specifications. In addition, optional accessories have been included which may be added to the base unit at the time of purchase, or at a later date within the contract period. Therefore, bidders must provide separate pricing for the base unit and accessories.
- 2.2. **CONTRACT DURATION** - The initial purchase contract shall be effective from Date of Award through December 31, 2006. The maintenance portion of the contract is subject to renew annually for up to seven (7) additional one (1) year periods following expiration of the first contract period. Prices are subject to adjustment thereafter, effective on the renewal date, and must remain firm through the end of the renewal period.
  - 2.2.1. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month to month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
  - 2.2.2. **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.
- 2.3. **COPIER #1:** Bids are requested for the following copier configuration.
  - 2.3.1. **Monthly Copy Volume Approximately 30,000**
  - 2.3.2. **Estimated Quantity (1)** – Base machine should meet the following technical specifications:
  - 2.3.3. It is the County's preference to purchase an "all in one" unit digital copier and printer with local and network scanning capabilities. The bidder should submit with their bid response whether the copier bid is an "all in one" unit or a "console" unit. It should be noted that the base bid should reflect **copier only**. The intent of the base bid price is not to have the copier networked. The County wants to ensure the equipment bid has the capability of being networked either at the time of purchase or at a later date.
  - 2.3.4. 50 Minimum Copies Per Minute Copy Speed
  - 2.3.5. Paper Capacity – 4,000 Sheet
  - 2.3.6. Copy Reservation – Allow storage of five (5) copy jobs in memory while current copy jobs are being processed.
  - 2.3.7. Ability to copy sheets, books, and 3-D objects.
  - 2.3.8. Paper – Must accommodate sheet size to 11x17
  - 2.3.9. Document Feeder – Automatic trayless duplexing and 100 sheet capacity
  - 2.3.10. Multi-Sheet By-Pass Tray – 50 Sheet
  - 2.3.11. Auto Shut-Off and reset
  - 2.3.12. ID Code Capabilities
  - 2.3.13. Reduction Enlargement 25% to 400% in 1% increments
  - 2.3.14. Printing Resolution – 600 dpi x 600 dpi; 2400 dpi x 600 dpi Interpolated
  - 2.3.15. Electronic/Rotation Sorting
  - 2.3.16. Image Rotation
- 2.4. **ADD ALTERNATES FOR COPIER #1**
  - 2.4.1. Fully networked copier with the following specifications:

- Image Server Network: 128 MB of RAM + 5.1 GB HDD. Bidder shall include memory capacity as well as maximum capacity of RAM in their bid response.
  - Copy/Scanning Resolution – 600 dpi x 600 dpi, 52 ipm
  - Confidential Mail Boxes – Supports the creation of a minimum of 20 individual user mailboxes. Mailboxes can be used to accept scanned and printed data, permitting users to combine paper and electronic information.
- 2.4.1.1. Print Capability – PDLs: Adobe Postscripts 3, PCL6, TIFF, PDF, Automatic PDL sensing and switching.
- 2.4.1.2. The contractor shall fully train two (2) County Information Technology technicians with the installation and implementation of networking software. It will be the County’s responsibility to install software on all workstations and install any wiring and/or cabling required for networking the digital copier.
- 2.4.2. Paper Deck – Minimum 3,000-sheet letter size accommodating paper weight 17lb bond to 20lb bond
- Finishers**
- 2.4.3. Finisher with the capability to staple in top corner (30 sheets).
- 2.4.4. Finisher with the capability to staple in multiple positions.
- 2.4.5. Finisher with the capability to staple in multiple positions and equipped with saddle finisher.
- Specs – Two (2) trays; top tray holds 1,000 sheets (letter) and lower tray holds 1,000 sheets (letter). Saddle stitch tray holds 300 sheets. Stapler able to position one in corner and two in side margin with the capacity of 50 sheets (letter). Saddle stitch capacity of 15 sheets, V-folding.
- 2.4.6. Puncher Unit capable to make 2 or 3 hole punches with paper weight up to 110 lb index.
- 2.4.7. Fax Capability – Minimum of a 33.6 kbps fax speed, transmission speed less than 6 seconds, auto dial with group broadcast feature, 2 MB memory capacity.
- 2.5. **COPIER #2:** Bids are requested for the following copier configuration.
- 2.5.1. **Monthly Copy Volume Approximately 15,000-20,000**
- 2.5.2. **Estimated Quantity (1)** – Base machine should meet the following technical specifications:
- 2.5.3. It is the County’s preference to purchase an “all in one” unit digital copier and printer with local and network scanning capabilities. The bidder should submit with their bid response whether the copier bid is an “all in one” unit or a “console” unit. It should be noted that the base bid should reflect **copier only**. The intent of the base bid price is not to have the copier networked. The County wants to ensure the equipment bid has the capability of being networked either at the time of purchase or at a later date.
- 2.5.4. 45 Minimum Copies Per Minute Copy Speed
- 2.5.5. Paper Capacity – 2,000 Sheet
- 2.5.6. Copy Reservation – Allow storage of five (5) copy jobs in memory while current copy jobs are being processed.
- 2.5.7. Ability to copy sheets, books, and 3-D objects.
- 2.5.8. Paper – Must accommodate statement sheet size to 11 x 17
- 2.5.9. Document Feeder – Automatic trayless duplexing and 30 sheet capacity
- 2.5.10. Multi-Sheet By-Pass Tray – 50 Sheet
- 2.5.11. Auto Shut-Off and reset
- 2.5.12. ID Code Capabilities
- 2.5.13. Reduction Enlargement 25% to 400% in 1% increments
- 2.5.14. Printing Resolution – 600 dpi x 600 dpi; 2400 dpi x 600 dpi Interpolated
- 2.5.15. Electronic/Rotation Sorting
- 2.5.16. Image Rotation
- 2.6. **ADD ALTERNATES FOR COPIER #2**
- 2.6.1. Fully networked copier with the following specifications:
- Image Server Network: 128 MB of RAM + 5.1 GB HDD. Bidder shall include memory capacity as well as maximum capacity of RAM in their bid response.
  - Copy/Scanning Resolution – 600 dpi x 600 dpi, 52 ipm



- Confidential Mail Boxes – Supports the creation of a minimum of 20 individual user mailboxes. Mailboxes can be used to accept scanned and printed data, permitting users to combine paper and electronic information.
- 2.6.1.1. Print Capability – PDLs: Adobe Postscripts 3, PCL6, TIFF, PDF, Automatic PDL sensing and switching.
- 2.6.1.2. The contractor shall fully train two (2) County Information Technology technicians with the installation and implementation of networking software. It will be the County’s responsibility to install software on all workstations and install any wiring and/or cabling required for networking the digital copier.
- 2.6.2. Paper Deck – Minimum 3,000-sheet letter size accommodating paper weight 17lb bond to 20lb bond
- 2.6.3. Upgrade Document Feeder with 50 sheet capacity
- Finishers**
- 2.6.4. Finisher with the capability to staple in top corner (30 sheets).
- 2.6.5. Finisher with the capability to staple in multiple positions.
- 2.6.6. Finisher with the capability to staple in multiple positions and equipped with saddle finisher.
- Specs – Two (2) trays; top tray holds 1,000 sheets (letter) and lower tray holds 1,000 sheets (letter). Saddle stitch tray holds 300 sheets. Stapler able to position one in corner and two in side margin with the capacity of 50 sheets (letter). Saddle stitch capacity of 15 sheets, V-folding.
- 2.6.7. Puncher Unit capable to make 2 or 3 hole punches with paper weight up to 110 lb index.
- 2.6.8. Fax Capability – Minimum of a 33.6 kbps fax speed, transmission speed less than 6 seconds, auto dial with group broadcast feature, 2 MB memory capacity.
- 2.7. **TRADE-IN INFORMATION** – The County may choose to trade-in the following machines. The County is trading the machines “as is” and does not take any responsibility for operating performance. If you wish to assess the equipment, please contact Heather Turner at 573-886-4392.
- 2.7.1. Gestetner 3245, S/N 2B19860499 Current Copy Count 1,524,118 Located in the Prosecuting Attorney’s Office.
- 2.7.2. Gestetner 3245, S/N 2B19860512 Current Copy Count 1,260,752 Located in Court Administration Office.
- 2.8. **MAINTENANCE**
- 2.8.1. The County intends to purchase an additional seven (7) year maintenance contract with each machine. The Contractor’s on-site maintenance shall include preventative maintenance calls and all remedial service calls required by using department and found to be necessary by the service representative to maintain the equipment in optimum operating condition. County expects repair response time to be four (4) business hours from the date and time a service call is placed. In the event a machine cannot be repaired within 48 hours of the first service request, a loaner machine of equal or higher level will be provided at no charge to the County. If the original equipment cannot be repaired to the satisfaction of the County, permanent replacement equipment with equal or greater specifications must be provided, at no cost to the County. The successful bidder’s responsibility for permanent replacement will be seven (7) fiscal years following the year equipment is installed and accepted by the County. Responding bidders must be authorized service representatives for their submitted bid machine make and models. **Bidders must submit a letter of authorization with the bid.** Bidders must guarantee that all parts used are manufacturer approved parts and equipment.
- 2.8.2. **Additional Maintenance and Supply Contract Terms** - The contractor shall be responsible for providing all service and supplies as may be required to maintain the equipment in good working condition. Service/maintenance cost is based on the estimated annual cost for maintenance specified on the pricing page plus any applicable overage charges. Maintenance contracts will be billed annually in January for the period January through December. If vendors are required to provide an annual cost increase for said service, percentage increases are not acceptable. The anticipated maximum percentage increase must be submitted in the form of a dollar amount for each year. Please feel free to use an additional sheet if enough room is not provided in Section 4 of

this request.

- 2.8.3. **Service/Supply agreements shall include, but not be limited to, the following:**
- 2.8.3.1. All routine preventive maintenance service calls and/or addition of developer as well as regular inspection service calls. Each regularly scheduled preventive maintenance call shall include a complete inspection, essential cleaning, lubrication, replacement of worn or broken parts, and mechanical adjustments to accommodate for new parts or to compensate for wear.
- 2.8.3.2. "Special service calls" (service calls made between the regularly scheduled routine preventative maintenance calls and regular inspection service calls) requested by the County.
- 2.8.3.3. Emergency service calls
- 2.8.3.4. The Contractor's on-site maintenance shall include all labor, mileage, travel time, and all replacement parts necessary to maintain said equipment in optimum operating condition for service calls listed above to County location of equipment. All replacement parts include but are not limited to: drum, fuser rollers, oil, cleaning blades, and any accessories such as auto document feeder, stapler, sorters, etc.
- 2.8.4. All Supplies, excluding paper and staples, necessary for operation of the equipment including, but not limited to, toner, developer shall be included in the maintenance cost. The County will assume responsibility for installing paper and staples in the copier. The installation of all other supplies will be the responsibility of the contractor. Supplies must be provided in sufficient quantities to prevent down time.
- 2.8.5. The contractor shall have at least one service manager and one service technician duly trained by the manufacturer and authorized in the repair of the items offered for bid. A manufacturer's statement should be included as verification of training. The Bidder must provide the following information relating to the provision of maintenance service as listed in ATTACHMENT 1 and include in the bidder's response.
- 2.8.6. The County's expectation is that equipment furnished shall be maintained in a high quality state of operation at all times. Equipment repeatedly requiring service calls in excess of two times per preventive maintenance cycle shall be deemed to be unacceptable.
- 2.8.7. The Contractor shall agree and understand that the County reserves the right to cancel maintenance on any equipment owned by the County, at no additional cost to the county. Such notification shall be provided, in writing, within thirty (30) days prior to the cancellation date.
- 2.8.8. Contractor shall provide, with each machine, an on-site service log. This log shall be updated each time service is performed on the machine.
- 2.9. **WARRANTY AND GUARANTEE**
- 2.9.1. Bidder shall submit with their bid a complete description of any and all warranties offered as part of this contract.
- 2.9.2. Bidder agrees to unconditionally guarantee all equipment against defect in material, workmanship and performance for a period of one year from the date of acceptance by the county, unless otherwise specified.
- 2.9.3. Like for Like: Like for like trade agreement throughout the entire term of the seven (7) year maintenance or warranty at no cost to the County. In the event that the equipment experience excessive down time or fails to maintain acceptable quality standards, Contractor will replace the equipment with that of equal or greater quality.
- 2.10. **ADDITIONAL CONTRACTOR REQUIREMENTS**
- 2.10.1. Contractor shall provide and install equipment that meets or exceed the specifications contained in this bid.
- 2.10.2. The Contractor must provide any additional equipment necessary, at no cost to the County, if the awarded equipment does not meet the specifications outlined in this document. The County shall determine whether the specifications are adequately met.
- 2.10.3. The Contractor shall not substitute any equipment without the prior written approval of the Boone County Director of Purchasing.
- 2.10.4. The County reserves the right to allow the Contractor to substitute any new equipment offered by the Contractor on all unshipped and future orders if the equipment capabilities are equal to, or greater than the contract equipment. The Director of Purchasing shall be the final authority as to

acceptability.

- 2.10.5. In the event of manufacturer discontinuation, the Contractor shall substitute equipment with equal or better capabilities for the same or less cost than the discontinued equipment. The contractor shall not substitute any equipment without the prior written approval of the Boone County Purchasing Director. The Boone County Purchasing Director shall be the final authority as to acceptability of requested substitutions and reserves the right to accept or reject any substitution requests.
- 2.10.6. The Contractor shall be responsible for replacing any items received in damaged condition at no cost to the County. This includes all shipping costs for returning non-functional/damaged equipment to the Contractor for replacement.
- 2.10.7. The Contractor must pass along all price reductions offered by the manufacturer or dealer during the contract period to the County. Such notice shall be given within ten days after issuance. The lower prices shall apply on all unshipped orders from the date of the price reduction.
- 2.10.8. The Contractor must function as the single point of contact for the County regardless of any subcontract arrangements for maintenance services. This shall include assuming responsibility and liabilities for all problems relating to all products and services provided.
- 2.10.9. The Contractor must supply the user documentation/operating manuals necessary to install, operate and maintain the products provided.
- 2.10.10. Contractor must provide on-site training for each installation for all primary and back-up operators. The County may require additional training sessions if the copier will have multiple users.

#### 2.11. **ELECTRICAL REQUIREMENTS**

- 2.11.1. The County expects all equipment furnished under the terms of a purchase agreement to operate on standard building current. Bidders may make an appointment with the Facilities Maintenance Manger prior to the scheduled bid closing to test the current at the potential equipment location, to determine if their equipment will operate successfully.

#### 2.12. **NETWORK REQUIREMENTS**

- 2.12.1. Bidders must include, for the Networking Add Alternate, optimal accessories necessary for complete and fully operational, TCP/IP network connections as well as software to enable the device to be used as a printer.
- 2.12.2. Equipment must be certified and compatible with a minimum:
  - Windows 98/NT/2000/XP, Novell Netware 5.0, Novell Netware 5.1. Driver software must be provided for the supported Desktop and Network operating systems. Ethernet, IPX and TCP/IP Protocol Support

#### 2.13. **PRINT CAPABILITIES**

- 2.13.1. Print Submission Tools: Equipment should have capabilities of the TIFF/PDF submission tool which provides direct submission of TIFF and PDF files from Windows 2000/NT 4.0/98/05. Bidders must state their capabilities for this submission tool.
- 2.13.2. Fonts (Bidder should state what is provided in bid response):
  - PostScript 3: 176 Adobe Postscript Type 1 fonts
  - PCL6: Micro Type Fonts
  - PostScript Emulation
- 2.13.3. Job Submission of Print-Ready Files:
  - Post Script, PCL, TIFF, PDF ASCII
- 2.13.4. Browsers:
  - Netscape Navigator 4.x
  - Netscape Communicator 4.5/4.6
  - Microsoft Internet explorer 4.x, 5.x and 6.x
- 2.13.5. Print Management Support:
  - SSNMP Version 1 and SNMP Version 2c traps
  - MIB access (IETF-MIB II RFC 1213, Host Resources MIB RFC 1514
  - Printer MIB RFC 1759
  - Edge-to-edge Printing Support
- 2.13.6. Scan Destinations (Bidders should state any additional scanning capabilities for the equipment

quoted):

- Scan to Network
- Scan to PC Desktop
- Scan to Application (workflow, EDMS)
- Scan to Microsoft exchange Public Folders

- 2.14. **INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this Contract until they have obtained all insurance required under this paragraph and the County has approved such insurance. All policies shall be in amounts, form, and companies satisfactory to the County. The County must carry an A-6 or better rating as listed in the A.M. Best or Equivalent Rating Guide.
- 2.14.1. **Compensation Insurance** – Contractor shall take out and maintain during the life of this contract, **Employee’s Liability and Workers Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Worker’s Compensation coverage shall meet Missouri statutory limits. Employers’ Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker’s Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers’ Liability Insurance for the protection of their employees not otherwise protected.
- 2.14.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 per project limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 2.14.3. **Commercial Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.14.4. The Contractor has the option to provide **Owner’s Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner’s Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.14.5. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as

required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

- 2.14.6. **Indemnity Agreement** - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County of Boone, its directors, officers, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless or defend the County of Boone from its own negligence.
- 2.15. **SALES/USE TAX EXEMPTION** - County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.16. **FINANCIAL EVALUATION OF BID**
- 2.16.1. **Basis of Evaluation** – Evaluation of pricing shall be based on the combined life cycle cost of the equipment and maintenance for a seven (7) year period, which includes the lowest total cost of the copy machines, listed accessories, 7-year maintenance and networking items (if applicable), meeting the specifications.
- 2.16.2. **Service and Maintenance** – The annual cost for maintenance as determined by each department’s estimated annual usage will determine the annual service/maintenance cost. The total seven-year cost will be considered a part of the evaluation.
- 2.16.3. **Evaluation of Equipment** – At the option of the County, any bidder may be required to furnish a demonstration or trial run of equipment bid to determine quality of copies produced, ease of use, dependability of the equipment, and compliance with the specifications. If required, the County may test the equipment for a maximum of 10,000 copies or 2 weeks, whichever comes first. The bidder must make equipment and technical staff available for on-site testing by the County. All costs, including transportation, associated with the evaluation shall be borne by the bidder.
- 2.17. **AWARD OF CONTRACT**
- 2.17.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of 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.
- 2.17.2. If the bidder’s response is based on an “all or none” award in any manner, this must be clearly stated on the bid form.
- 2.18. **DEVIATIONS** - It is the bidder’s responsibility to submit a bid that meets all mandatory specifications stated within. Because of the variations in manufacturer’s construction, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations. 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 sufficient or acceptable as proper identification of deviations from the written specifications.

- 2.19. **DESIGNEES** – Vanessa Ridgel, Court Administration, 705 E. Walnut, Columbia, MO 65201; Bonnie Adkins, Prosecuting Attorney’s Office, 705 E. Walnut, Columbia, MO 65201.
- 2.20. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Heather Turner, CPPB, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: hturner@boonecountymmo.org.
- 2.21. **DELIVERY/INSTALLATION** - Firm delivery and installation schedules are essential in the performance of the contract to be awarded hereunder. Bidders shall set forth in their bid the number of days in which delivery and installation will be fully complete in strict accordance with the specifications. A timely delivery schedule with an immediate installation and training schedule shall be stated on the Response Page. Delivery date should be within **thirty days** from date of purchase order. If the bidder does not set forth a date of completion in their bid, their bid is subject to rejection.  
Note: Contractor shall not ship or install equipment without a properly executed purchase order.
- 2.21.1. **Delivery Locations** – Boone County Courthouse, 705 E. Walnut, Columbia, MO 65201.
- 2.21.2. **Delivery Terms:** FOB Destination with Inside Delivery to designated room. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.22. **COMPLETE DESCRIPTIVE LITERATURE** – Bidders proposing to furnish items must submit Complete Descriptive Literature with bid. Bids received without descriptive literature are subject to rejection.
- 2.23. **INVOICES** - The County’s purchase order number must appear on the invoice. Invoices should be submitted to the appropriate designee as awarded.

**3. Response Presentation and Review**

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

4. **Response Form**

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

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

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

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

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

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

4.6.1. ( ) Corporation

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

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

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

4.7. **Pricing**

**Unit Price**

4.7.1. **COPIER #1 – Base copier per specifications in Section 2.3.**

\$ \_\_\_\_\_

4.7.2. **List any deviations to the original specifications:**

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

4.8. **ADD Alternates for Copier #1**

Fully networked copier with scanning capabilities per section 2.4.1. and Print Capability including PDLs Adobe Postscripts 3, PCL6,

4.8.1. TIFF, PDF, Automatic PDL sensing and switching

\$ \_\_\_\_\_

Identify Memory Included \_\_\_\_\_

Identify Memory Expansion Capabilities \_\_\_\_\_

4.8.2. Large Capacity Paper Deck

\$ \_\_\_\_\_

Please specify paper capacity \_\_\_\_\_

**Finishers**

4.8.3. Finisher with the capability to staple in top corner (30 sheets)

\$ \_\_\_\_\_

4.8.4. Finisher with the capability to staple in multiple positions

\$ \_\_\_\_\_

Finisher with the capability to staple in multiple positions and

4.8.5. equipped with a saddle finisher per section 2.4.5.

\$ \_\_\_\_\_

4.8.6. Puncher Unit capable of making 2 or 3 hole punches

\$ \_\_\_\_\_



4.8.7. Fax per specifications in section 2.4.7. \$ \_\_\_\_\_

Please describe any responsibility of the County to complete installation of fax.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TOTAL OF ALL ADD ALTERNATES (Section 4.8.1.-4.8.8.)** \$ \_\_\_\_\_

**Annual Maintenance Cost-Bidder must include all supplies (except for paper and staples) and must provide fixed prices in the blanks below. Percentage increases are not acceptable.**

4.9. Annual Number of Copies  
(Contract Year 1) Annual Cost for Maintenance Cost per Copy for Overage

4.9.1. 200,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

4.9.2. 250,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

4.9.3. 300,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

4.9.4. 350,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Annual Number of Copies  
(Contract Year 2) Annual Cost for Maintenance Cost per Copy for Overage

4.9.5. 200,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

4.9.6. 250,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

4.9.7. 300,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

4.9.8. 350,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Annual Number of Copies  
(Contract Year 3) Annual Cost for Maintenance Cost per Copy for Overage

4.9.9. 200,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

4.9.10. 250,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

4.9.11. 300,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

4.9.12. 350,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Annual Number of Copies  
(Contract Year 4) Annual Cost for Maintenance Cost per Copy for Overage

4.9.13. 200,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

4.9.14. 250,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

4.9.15. 300,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

4.9.16. 350,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Annual Number of Copies  
(Contract Year 5) Annual Cost for Maintenance Cost per Copy for Overage

4.9.17. 200,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

4.9.18.	250,000	\$ _____	\$ _____
4.9.19.	300,000	\$ _____	\$ _____
4.9.20.	350,000	\$ _____	\$ _____
	Annual Number of Copies (Contract Year 6)	Annual Cost for Maintenance	Cost per Copy for Overage
4.9.21.	200,000	\$ _____	\$ _____
4.9.22.	250,000	\$ _____	\$ _____
4.9.23.	300,000	\$ _____	\$ _____
4.9.24.	350,000	\$ _____	\$ _____
	Annual Number of Copies (Contract Year 7)	Annual Cost for Maintenance	Cost per Copy for Overage
4.9.25.	200,000	\$ _____	\$ _____
4.9.26.	250,000	\$ _____	\$ _____
4.9.27.	300,000	\$ _____	\$ _____
4.9.28.	350,000	\$ _____	\$ _____

**Describe Warranty Features including Length and Features** (Warranty to cover all components acquired at time of purchase)

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4.11. **Annual Copy Rating:** \_\_\_\_\_

4.12. **Warm Up Time:** \_\_\_\_\_

**Unit Price**

4.13. **COPIER #2 – Base copier per specifications in Section 2.5.** \$ \_\_\_\_\_

4.13.1. **List any deviations to the original specifications:**

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4.14. **ADD Alternates for Copier #2**

Fully networked copier with scanning capabilities per section 2.6.1. and Print Capability including PDLs Adobe Postscripts 3, PCL6,

4.14.1. TIFF, PDF, Automatic PDL sensing and switching \$ \_\_\_\_\_

Identify Memory Included \_\_\_\_\_

Identify Memory Expansion Capabilities \_\_\_\_\_

4.14.2. Large Capacity Paper Deck \$ \_\_\_\_\_

Please specify paper capacity \_\_\_\_\_

4.14.3. Upgrade Document Feeder to a 50 sheet capacity \$ \_\_\_\_\_

**Finishers**

4.14.4. Finisher with the capability to staple in top corner (30 sheets) \$ \_\_\_\_\_

4.14.5. Finisher with the capability to staple in multiple positions \$ \_\_\_\_\_

4.14.6. Finisher with the capability to staple in multiple positions and equipped with a saddle finisher per section 2.6.6. \$ \_\_\_\_\_

4.14.7. Puncher Unit capable of making 2 or 3 hole punches \$ \_\_\_\_\_

4.14.8. Fax per specifications in section 2.6.8. \$ \_\_\_\_\_

Please describe any responsibilities of the County to complete installation of fax.

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

**TOTAL OF ALL ADD ALTERNATES (Section 4.14.1.-4.14.8.) \$ \_\_\_\_\_**

**Annual Maintenance Cost-Bidder must include all supplies (except for paper and staples) and must provide fixed prices in the blanks below. Percentage increases are not acceptable.**

4.15.	Annual Number of Copies		
	(Contract Year 1)	Annual Cost for Maintenance	Cost per Copy for Overage
4.15.1.	200,000	\$ _____	\$ _____
4.15.2.	250,000	\$ _____	\$ _____
4.15.3.	300,000	\$ _____	\$ _____
	Annual Number of Copies		
	(Contract Year 2)	Annual Cost for Maintenance	Cost per Copy for Overage
4.15.4.	200,000	\$ _____	\$ _____
4.15.5.	250,000	\$ _____	\$ _____
4.15.6.	300,000	\$ _____	\$ _____
	Annual Number of Copies		
	(Contract Year 3)	Annual Cost for Maintenance	Cost per Copy for Overage
4.15.7.	200,000	\$ _____	\$ _____
4.15.8.	250,000	\$ _____	\$ _____
4.15.9.	300,000	\$ _____	\$ _____

	Annual Number of Copies (Contract Year 4)	Annual Cost for Maintenance	Cost per Copy for Overage
4.15.10.	200,000	\$ _____	\$ _____
4.15.11.	250,000	\$ _____	\$ _____
4.15.12.	300,000	\$ _____	\$ _____

	Annual Number of Copies (Contract Year 5)	Annual Cost for Maintenance	Cost per Copy for Overage
4.15.13.	200,000	\$ _____	\$ _____
4.15.14.	250,000	\$ _____	\$ _____
4.15.15.	300,000	\$ _____	\$ _____

	Annual Number of Copies (Contract Year 6)	Annual Cost for Maintenance	Cost per Copy for Overage
4.15.16.	200,000	\$ _____	\$ _____
4.15.17.	250,000	\$ _____	\$ _____
4.15.18.	300,000	\$ _____	\$ _____

	Annual Number of Copies (Contract Year 7)	Annual Cost for Maintenance	Cost per Copy for Overage
4.15.19.	200,000	\$ _____	\$ _____
4.15.20.	250,000	\$ _____	\$ _____
4.15.21.	300,000	\$ _____	\$ _____

4.16. **Describe Warranty Features including Length and Features** (Warranty to cover all components acquired at time of purchase)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4.17. **Annual Copy Rating:** \_\_\_\_\_

4.18. **Warm Up Time:** \_\_\_\_\_

4.19. **TRADE-IN INFORMATION** – The County may choose to trade in the following machines. The County is trading the machines “as is” and does not take any responsibility for operating performance. If you wish to assess the equipment, please contact Heather Turner at 573-886-4392. Trade-in will be on a “one to one” ratio for purchases.

4.19.1. \$ \_\_\_\_\_

4.19.2. \$ \_\_\_\_\_

4.20. **STAPLES** – Please provide a fixed price below for staples for each copy machine bid.

Copier #1 \$ \_\_\_\_\_

Copier #2 \$ \_\_\_\_\_

**4.21. Items to Submit Along with Bid Response:**

- Letter confirming bidder is an authorized service representative for machine bid.
- Manufacturer statement verifying training of manager and technician as stated in Section 2.8.5.
- State of Bidder's Qualifications
- Attachment 1

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

4.22.1. Authorized Representative (Sign By Hand):

\_\_\_\_\_

4.22.2. Type or Print Signed Name:

\_\_\_\_\_

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

4.23. 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

4.24. Delivery ARO: \_\_\_\_\_

**STATEMENT OF BIDDER'S QUALIFICATIONS**

(File with Bid Form in separate envelope appropriately designated.)

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

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2. Contracts on hand: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed

3. General type of product sold and manufactured:

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

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

(b) Description of defaulted contracts and reason therefore:

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5. List banking references:

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6. Upon request will you within 3 (three) days file a detailed confidential financial statement?

Yes \_\_\_\_\_

No \_\_\_\_\_

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

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

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

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

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

**ATTACHMENT 1**  
**VENDOR INFORMATION**

**Bidders are requested to provide the following information**

1. List all service center locations that will service Boone County equipment.

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2. Indicate the number of service representatives that are trained on the equipment proposed and will be responding to the service calls.

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3. Describe the technical training of the service representatives. (i.e. factory school trained, factory audio-visual trained, dealer trained, etc.).

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4. State the years of experience of each service representative who will respond to service calls.

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5. Describe the procedures to be used to contact service personnel.

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6. Please list three public entities with contact name and telephone numbers for whom you have provided similar equipment.

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## Standard Terms and Conditions

**Boone County Purchasing**

601 E. Walnut, Room 209

Columbia, MO 65201

**Heather Turner, Buyer**

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

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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.



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

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

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: 10-02MAR06**

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

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

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

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

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

Reason(s) for not bidding:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PURCHASE AGREEMENT FOR  
PHOTOCOPIER AND MAINTENANCE**

**THIS AGREEMENT** dated the 30 day of May 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Ikon Office Solutions**, 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 Digital Photocopiers, bid number **10-02MAR06** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Statement of Bidder's Qualifications, Attachment 1 Vendor Information, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated March 1, 2006 executed by Chris Herter, 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, Statement of Bidder's Qualifications, Attachment 1 Vendor Information, 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 equipment and maintenance:

- Court Administration – Boone County Courthouse, 705 E. Walnut, Columbia, MO 65201. One (1) Canon ImageRUNNER 4570 copier (\$4832.00) with the following Add Alternates: Large capacity paper deck (\$1391.00); Upgrade document feeder to 50 sheet capacity (Included); Finisher with the capability to staple in multiple positions (\$1600.00) and; Puncher unit capable of making 2 or 3 hole punches (\$571.00) for an equipment and contract cost of Eight Thousand Three Hundred Ninety Four Dollars (\$8,394.00).

Maintenance shall be provided for the copier for 200,000 copies per year. Maintenance shall be billed on a pro-rated basis beginning with copier delivery through December 31, 2006 and thereafter on a yearly basis for \$1,220.00. Overage shall be billed at a cost of .0061 per copy. Equipment and service shall be provided as required in the bid specifications for the prices quoted. All supplies, excluding staples and paper shall be included in the above stated maintenance cost. Staples shall be billed at the rate of \$39.00 as stated in the bid response.

3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 10 days after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Court Administration Office 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.

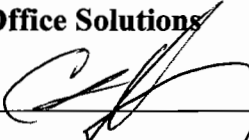
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality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

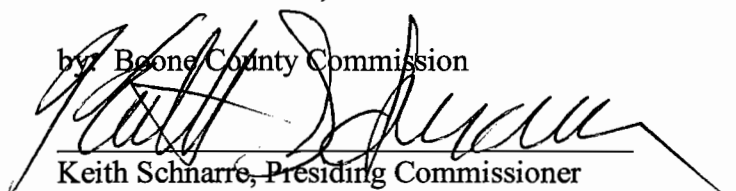
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

**Ikon Office Solutions**

by   
title Major Account Exec.


**BOONE COUNTY, MISSOURI**

by Boone County Commission  
  
Keith Schnarre, 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.)

1210/92000 - \$8,394.00

Signature

June Pitchford by KH 5/25/2006

Date

Appropriation Account

4. Response Form

4.1. Company Name: IKON OFFICE SOLUTIONS

4.2. Address: 1401 Forum Blvd Ste 202

4.3. City/Zip: Columbia, MO 65203

4.4. Phone Number: 573-447-5308

4.5. Fax Number: 573-446-4777

4.6. Federal Tax ID: 23-0334400

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

4.7. Pricing

**CANON IR 5570**

Unit Price

4.7.1. COPIER #1 – Base copier per specifications in Section 2.3. \$ 6310<sup>00</sup>

4.7.2. List any deviations to the original specifications:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4.8. ADD Alternates for Copier #1

Fully networked copier with scanning capabilities per section 2.4.1. and Print Capability including PDLs Adobe Postscripts 3, PCL6,

4.8.1. TIFF, PDF, Automatic PDL sensing and switching \$ 1928.24

Identify Memory Included 512MB RAM / 20GB HDD

Identify Memory Expansion Capabilities NA

4.8.2. Large Capacity Paper Deck \$ 1482.35

Please specify paper capacity 3500 sheets

**Finishers**

4.8.3. Finisher with the capability to staple in top corner (30 sheets) \$ 1983.33

4.8.4. Finisher with the capability to staple in multiple positions \$ 1983.33

4.8.5. Finisher with the capability to staple in multiple positions and equipped with a saddle finisher per section 2.4.5. \$ 2964.71

4.8.6. Puncher Unit capable of making 2 or 3 hole punches \$ 476.47

4.8.7. Fax per specifications in section 2.4.7. \$ 600<sup>00</sup>

Please describe any responsibility of the County to complete installation of fax.

Provide fax line within close proximity  
of the machine

**TOTAL OF ALL ADD ALTERNATES (Section 4.8.1.-4.8.8.)** \$ 11,418.43

**Annual Maintenance Cost-Bidder must include all supplies (except for paper and staples) and must provide fixed prices in the blanks below. Percentage increases are not acceptable.**

Annual Number of Copies (Contract Year 1)		Annual Cost for Maintenance	Cost per Copy for Overage
4.9.1.	200,000	\$ <u>898<sup>00</sup></u>	\$ <u>.00449</u>
4.9.2.	250,000	\$ <u>1225<sup>00</sup></u>	\$ <u>"</u>
4.9.3.	300,000	\$ <u>1347<sup>00</sup></u>	\$ <u>"</u>
4.9.4.	350,000	\$ <u>1571.50</u>	\$ <u>"</u>
Annual Number of Copies (Contract Year 2)		Annual Cost for Maintenance	Cost per Copy for Overage
4.9.5.	200,000	\$ <u>898<sup>00</sup></u>	\$ <u>.00449</u>
4.9.6.	250,000	\$ <u>1225<sup>00</sup></u>	\$ <u>"</u>
4.9.7.	300,000	\$ <u>1347<sup>00</sup></u>	\$ <u>"</u>
4.9.8.	350,000	\$ <u>1571.50</u>	\$ <u>"</u>
Annual Number of Copies (Contract Year 3)		Annual Cost for Maintenance	Cost per Copy for Overage
4.9.9.	200,000	\$ <u>898<sup>00</sup></u>	\$ <u>.00449</u>
4.9.10.	250,000	\$ <u>1225<sup>00</sup></u>	\$ <u>"</u>
4.9.11.	300,000	\$ <u>1347<sup>00</sup></u>	\$ <u>"</u>
4.9.12.	350,000	\$ <u>1571.50</u>	\$ <u>"</u>
Annual Number of Copies (Contract Year 4)		Annual Cost for Maintenance	Cost per Copy for Overage
4.9.13.	200,000	\$ <u>898<sup>00</sup></u>	\$ <u>.00449</u>
4.9.14.	250,000	\$ <u>1225<sup>00</sup></u>	\$ <u>"</u>
4.9.15.	300,000	\$ <u>1347<sup>00</sup></u>	\$ <u>"</u>
4.9.16.	350,000	\$ <u>1571.50</u>	\$ <u>"</u>
Annual Number of Copies (Contract Year 5)		Annual Cost for Maintenance	Cost per Copy for Overage
4.9.17.	200,000	\$ <u>898<sup>00</sup></u>	\$ <u>.00449</u>

4.9.18.	250,000	\$ <u>1225.00</u>	\$ <u>.00449</u>
4.9.19.	300,000	\$ <u>1347.00</u>	\$ <u>"</u>
4.9.20.	350,000	\$ <u>1571.50</u>	\$ <u>"</u>
	Annual Number of Copies (Contract Year 6)	Annual Cost for Maintenance	Cost per Copy for Overage
4.9.21.	200,000	\$ <u>898.00</u>	\$ <u>.00449</u>
4.9.22.	250,000	\$ <u>1225.00</u>	\$ <u>"</u>
4.9.23.	300,000	\$ <u>1347.00</u>	\$ <u>"</u>
4.9.24.	350,000	\$ <u>1571.50</u>	\$ <u>"</u>
	Annual Number of Copies (Contract Year 7)	Annual Cost for Maintenance	Cost per Copy for Overage
4.9.25.	200,000	\$ <u>898.00</u>	\$ <u>.00449</u>
4.9.26.	250,000	\$ <u>1225.00</u>	\$ <u>"</u>
4.9.27.	300,000	\$ <u>1347.00</u>	\$ <u>"</u>
4.9.28.	350,000	\$ <u>1571.50</u>	\$ <u>"</u>

**Describe Warranty Features including Length and Features (Warranty to cover all components acquired at time of purchase)**

4.10.

NO WARRANTY

4.11. Annual Copy Rating: 2,640,000

4.12. Warm Up Time: 30 seconds

Unit Price

4.13. COPIER #2 = Base copier per specifications in Section 2.5.

\$ 4832.00

CANON IR4570

4.13.1. List any deviations to the original specifications:

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4.14. ADD Alternates for Copier #2

Fully networked copier with scanning capabilities per section 2.6.1. and Print Capability including PDLs Adobe Postscripts 3, PCL6,

4.14.1. TIFF, PDF, Automatic PDL sensing and switching

\$ 1900.<sup>00</sup>

Identify Memory Included 512 MB RAM / 20GB HDD

Identify Memory Expansion Capabilities NA

4.14.2. Large Capacity Paper Deck \$ 1391.<sup>00</sup>

Please specify paper capacity 2500 sheets

4.14.3. Upgrade Document Feeder to a 50 sheet capacity \$ Standard

**Finishers**

4.14.4. Finisher with the capability to staple in top corner (30 sheets) \$ 735.<sup>00</sup>

4.14.5. Finisher with the capability to staple in multiple positions \$ 1600.<sup>00</sup>

4.14.6. Finisher with the capability to staple in multiple positions and equipped with a saddle finisher per section 2.6.6. \$ 7363.<sup>00</sup>

4.14.7. Puncher Unit capable of making 2 or 3 hole punches \$ 571.<sup>00</sup> ONLY AVAILABLE ON Multi-Position & saddle finisher

4.14.8. Fax per specifications in section 2.6.8. \$ 588.<sup>00</sup>

Please describe any responsibilities of the County to complete installation of fax.

Provide fax line within close proximity of  
the machine

**TOTAL OF ALL ADD ALTERNATES (Section 4.14.1.-4.14.8.)** \$ 9148.<sup>00</sup>

**Annual Maintenance Cost-Bidder must include all supplies (except for paper and staples) and must provide fixed prices in the blanks below. Percentage increases are not acceptable.**

4.15.

Annual Number of Copies

(Contract Year 1)

Annual Cost for Maintenance

Cost per Copy for Overage

4.15.1. 200,000 \$ 1220.<sup>00</sup> \$ .0061

4.15.2. 250,000 \$ 1525.<sup>00</sup> \$ .0061

4.15.3. 300,000 \$ 1830.<sup>00</sup> \$ .0061

Annual Number of Copies

(Contract Year 2)

Annual Cost for Maintenance

Cost per Copy for Overage

4.15.4. 200,000 \$ 1220.<sup>00</sup> \$ .0061

4.15.5. 250,000 \$ 1525.<sup>00</sup> \$ .0061

4.15.6. 300,000 \$ 1830.<sup>00</sup> \$ .0061

Annual Number of Copies

(Contract Year 3)

Annual Cost for Maintenance

Cost per Copy for Overage

4.15.7. 200,000 \$ 1220.<sup>00</sup> \$ .0061

4.15.8. 250,000 \$ 1525.<sup>00</sup> \$ .0061

4.15.9. 300,000 \$ 1830.<sup>00</sup> \$ .0061



Annual Number of Copies (Contract Year 4)		Annual Cost for Maintenance	Cost per Copy for Overage
4.15.10.	200,000	\$ <u>1220<sup>00</sup></u>	\$ <u>.0061</u>
4.15.11.	250,000	\$ <u>1525<sup>00</sup></u>	\$ <u>.0061</u>
4.15.12.	300,000	\$ <u>1830<sup>00</sup></u>	\$ <u>.0061</u>
Annual Number of Copies (Contract Year 5)		Annual Cost for Maintenance	Cost per Copy for Overage
4.15.13.	200,000	\$ <u>1220<sup>00</sup></u>	\$ <u>.0061</u>
4.15.14.	250,000	\$ <u>1525<sup>00</sup></u>	\$ <u>.0061</u>
4.15.15.	300,000	\$ <u>1830<sup>00</sup></u>	\$ <u>.0061</u>
Annual Number of Copies (Contract Year 6)		Annual Cost for Maintenance	Cost per Copy for Overage
4.15.16.	200,000	\$ <u>1220<sup>00</sup></u>	\$ <u>.0061</u>
4.15.17.	250,000	\$ <u>1525<sup>00</sup></u>	\$ <u>.0061</u>
4.15.18.	300,000	\$ <u>1830</u>	\$ <u>.0061</u>
Annual Number of Copies (Contract Year 7)		Annual Cost for Maintenance	Cost per Copy for Overage
4.15.19.	200,000	\$ <u>1220<sup>00</sup></u>	\$ <u>.0061</u>
4.15.20.	250,000	\$ <u>1525<sup>00</sup></u>	\$ <u>.0061</u>
4.15.21.	300,000	\$ <u>1830<sup>00</sup></u>	\$ <u>.0061</u>

4.16. Describe Warranty Features including Length and Features (Warranty to cover all components acquired at time of purchase)

No WARRANTY

4.17. Annual Copy Rating: 2,040,000

4.18. Warm Up Time: 30 seconds

4.19. **TRADE-IN INFORMATION** – The County may choose to trade in the following machines. The County is trading the machines “as is” and does not take any responsibility for operating performance. If you wish to assess the equipment, please contact Heather Turner at 573-886-4392. Trade-in will be on a “one to one” ratio for purchases.

4.19.1. \$ 0

4.19.2. \$ 0

4.20. **STAPLES** – Please provide a fixed price below for staples for each copy machine bid.


30 Sheet Finisher - 56<sup>00</sup>/15000  
 Copier #1 \$ saddle stitch - 39<sup>00</sup>/6000 Copier #2 \$ SAME

4.21. **Items to Submit Along with Bid Response:**

- Letter confirming bidder is an authorized service representative for machine bid.
- Manufacturer statement verifying training of manager and technician as stated in Section 2.8.5.
- State of Bidder's Qualifications
- Attachment 1

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

4.22.1. Authorized Representative (Sign By Hand):

\_\_\_\_\_ 

4.22.2. Type or Print Signed Name:

\_\_\_\_\_ *Chris Herter*

4.22.3. Today's Date: 3-1-06

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

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

4.24. Delivery ARO: 7-16 DAYS

**STATEMENT OF BIDDER'S QUALIFICATIONS**

(File with Bid Form in separate envelope appropriately designated.)

1. Number of years in business: 54 If not under present firm name, list previous firm names and types of organizations.

Alco Standard - Mirrex Corporation

2. Contracts on hand: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
<u>Copiers</u>	<u>State of Missouri</u>	<u>2.5 mill</u>	
<u>Copiers</u>	<u>University of Missouri</u>	<u>1.5 mill</u>	
<u>Copiers</u>	<u>BJC/Boone Hospital</u>	<u>4.7 mill</u>	

3. General type of product sold and manufactured:

Copiers / Printers / Networking Solutions / Outsourcing

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

- (a) Number of contracts on which default was made: None  
(b) Description of defaulted contracts and reason therefore:

5. List banking references:

JP Morgan Securities, Inc 227 W. Monroe Chicago, IL 312-541-4205  
Bank of America 101 South Tryon Charlotte, NC 704-386-8720  
PNC Bank 1600 Market St Philadelphia, PA 215-545-7825

6. Upon request will you within 3 (three) days file a detailed confidential financial statement?

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

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

this 1 day of March, 2006.

IKON office solutions  
Name of Organization(s)

By [Signature]  
(Signature)

Major Account  
(Title of person signing)

**ATTACHMENT 1**  
**VENDOR INFORMATION**

Bidders are requested to provide the following information

1. List all service center locations that will service Boone County equipment.

Columbia

2. Indicate the number of service representatives that are trained on the equipment proposed and will be responding to the service calls.

Nine

3. Describe the technical training of the service representatives. (i.e. factory school trained, factory audio-visual trained, dealer trained, etc.).

Instructor led factory trained with hands on, troubleshooting, and testing required.

4. State the years of experience of each service representative who will respond to service calls.

<u>Mike Turner - 23</u>	<u>Mike Sommerer - 18</u>	<u>Mark Weiberg - 10</u>
<u>Greg Baker - 15</u>	<u>Gary Carroll - 10</u>	<u>Jamie Rentschler - 5</u>
<u>Scott Rakes - 21</u>	<u>Dennis Garber - 10</u>	<u>Lee Scroggins - 16</u>

5. Describe the procedures to be used to contact service personnel.

Submitted via web or voice mail service request direct to technician

6. Please list three public entities with contact name and telephone numbers for whom you have provided similar equipment.

<u>University of Missouri</u>	<u>Jetta Gross</u>	<u>882-5058</u>
<u>Boone Hospital Center</u>	<u>Darren Day</u>	<u>815-3798</u>
<u>City of Columbia</u>	<u>Melinda Pope</u>	<u>874-7375</u>

# Systems & Technical Support Division

with the concurrence of the Canon Educational Services' Staff  
hereby confers upon

JAMIE RENTSCHLER

this

imageRUNNER 2270/2870/3570/4570

Diploma

in recognition of the successful completion of the prescribed curriculum on

Friday, January 14, 2005

*James Lucas*

Training Manager  
Canon U.S.A., Inc.

*[Signature]*  
AEP Instructor

**Canon**

# Systems & Technical Support Division

with the concurrence of the Canon Educational Services' Staff  
hereby confers upon

DENNIS GARBER

this

imageRUNNER 600/8500/105

Diploma

in recognition of the successful completion of the prescribed curriculum on

Thursday, July 25, 2002

*James O'Hern*

Training Manager  
Canon U.S.A., Inc.

*Raymond S. ...*

ATP Instructor

**Canon**

**Canon**

SELF-PACED TRAINING

**CERTIFICATE OF TECHNICAL PROFICIENCY**

awarded to

Greg Baker

of IKON Office Solutions

C405

for successfully completing the Technical Course of Instruction

for the Canon

**imageRUNNER 8500**



Canon U.S.A., Inc.  
Training Manager

October 11, 2001

Date



# Systems & Technical Support Division

with the concurrence of the Canon Educational Services' Staff  
hereby confers upon

*GARY CARROLL*

this

*imageRUNNER 2270/2870/3570/4570*

Diploma

in recognition of the successful completion of the prescribed curriculum on

Friday, December 03, 2004

*James Lucas*

Training Manager  
Canon U.S.A., Inc.

*Don Wilson*

ATP Instructor

# Canon

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Canon U.S.A., Inc.

*Don Wilson*

ATCP Instructor

**Canon**

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Training Manager  
Canon U.S.A., Inc.

*[Signature]*  
Atpe Instructor

**Canon**

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**imageRUNNER 600/8500/105**

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Training Manager  
Canon U.S.A., Inc.

*[Signature]*

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**Canon**

**Canon**

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*James Lucas*

Training Manager  
Canon U.S.A., Inc.

*Don Wilson*

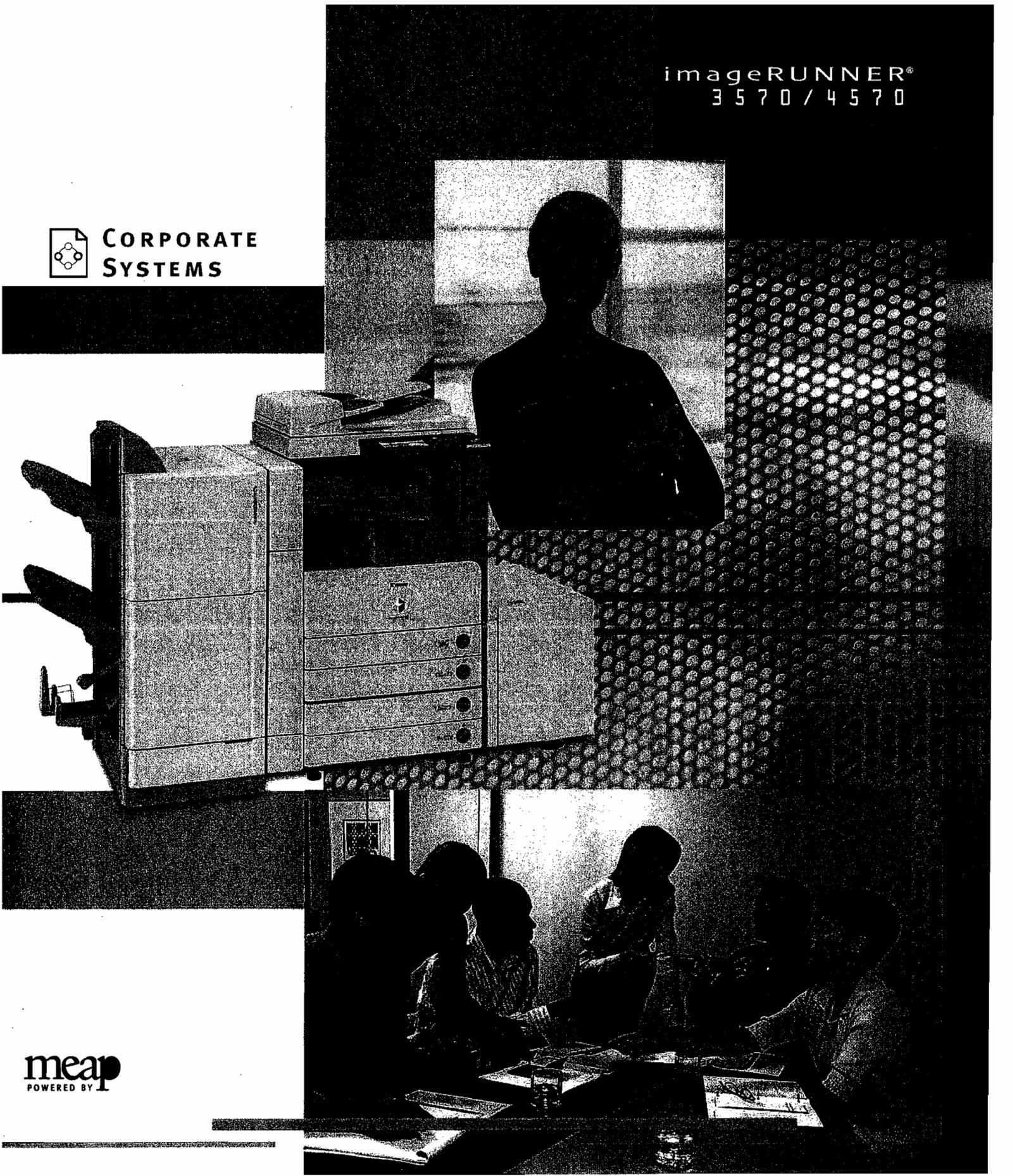
ATP Instructor

# Canon

# Canon

imageRUNNER®  
3570/4570

 CORPORATE  
SYSTEMS



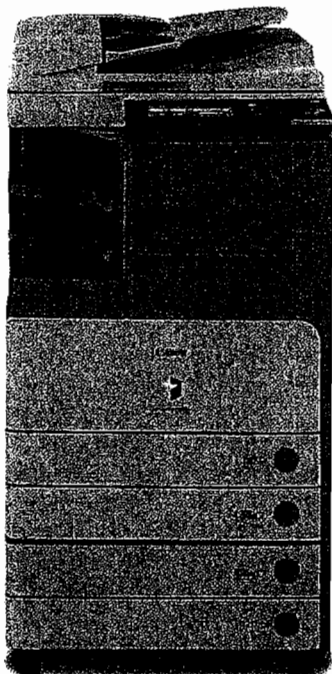
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POWERED BY I

imageRUNNER®  
3570/4570

CORPORATE SYSTEMS

## EXPERIENCE A BREAKTHROUGH IN MULTIFUNCTION TECHNOLOGY

The Canon imageRUNNER® 3570 and imageRUNNER 4570 are new-generation devices that allow you to achieve maximum control over office workflow and costs.



Your growing business can no longer conform to the rigid workflow processes forced upon it by yesterday's office technology. You need an office solution that can be shaped around your specific needs. Now you can have it with the Canon imageRUNNER 3570/4570 devices.

Designed for the tightest possible integration with your environment, these new-generation imageRUNNER devices deliver unmatched performance, reliability, and innovation. Featuring Canon MEAP® (Multifunctional Embedded Application Platform) technology, every user will be empowered with more effective management of paper- and electronic-based information.

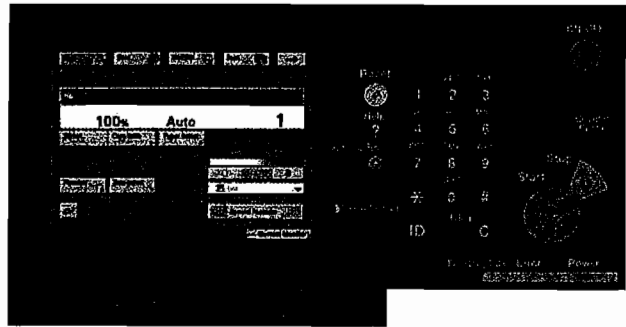
The imageRUNNER 3570/4570 systems provide greater security measures for your online information sharing and storage needs, plus a host of value-added functions that will make these devices the centerpiece of your office communications.





## MAXIMUM PRODUCTIVITY FROM START TO FINISH.

Representing a new symbol of innovative technology, quality, and reliability.

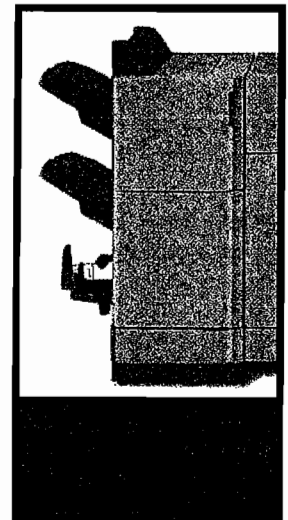
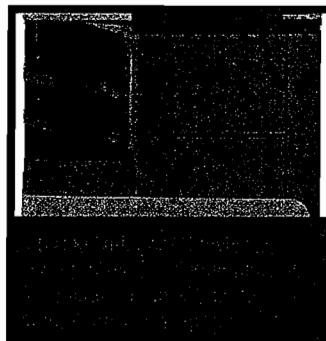
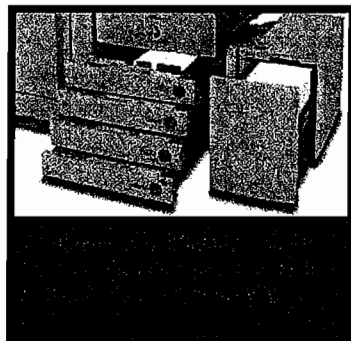
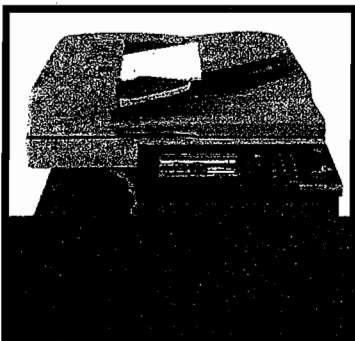


The imageRUNNER 3570/4570 devices offer all the functionality you'll ever need in a multifunction machine. Powered by the latest Canon imagePlatform architecture, these models are designed to drive exceptional performance with true concurrent processing across all functions—including copying, printing, scanning, sending, and faxing.

At the heart of the system is a high-quality, digital laser copier/printer engine that delivers output speeds of up to 35 and 45 pages per minute (letter), respectively, to keep pace with daily business tasks. Supporting output resolutions

up to 2400 x 600-equivalent dpi, the imageRUNNER 3570/4570 devices ensure that every document always looks its best.

Ideal for medium-sized businesses and workgroups alike, the imageRUNNER 3570/4570 models offer a number of energy- and time-saving features to help reduce costs and meet those important deadlines. And, with innovative hardware and system accessories, you can configure a system to suit your specific needs. For all configurations, an easy-to-use, full-color touch-screen interface provides quick, intuitive operation of all device functions.



The images above may contain optional accessories.

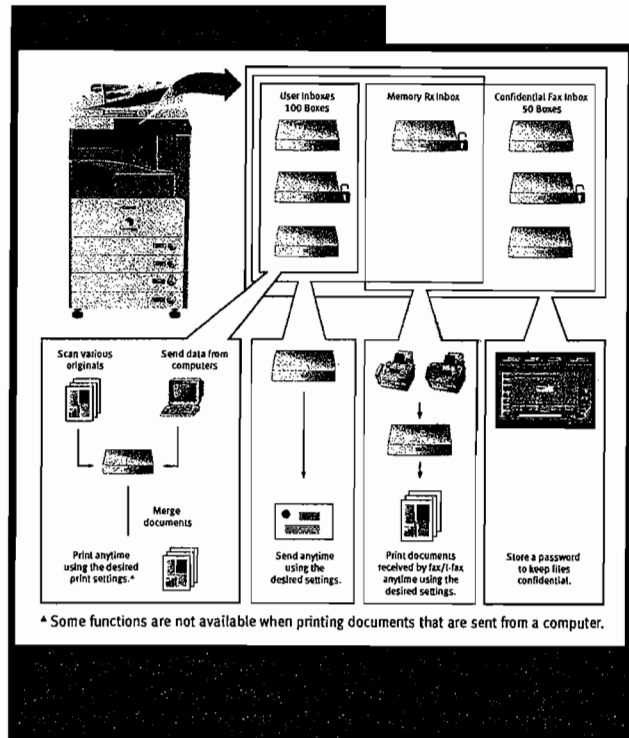
## DUPLICATE DOCUMENTS, NOT EFFORT

Versatile, productive copy and storage features put document control in the hands of every end-user.

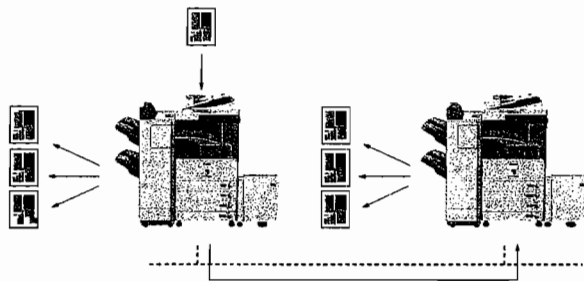
### Advanced Hard-Copy Reproduction and Storage

The imageRUNNER 3570/4570 devices are equipped with powerful Canon image processing technology and an extensive memory capacity to maximize system performance. Each system has 512MB RAM, a 20GB Hard Disk Drive, and supports a number of advanced document reproduction and storage features that enhance workflow.

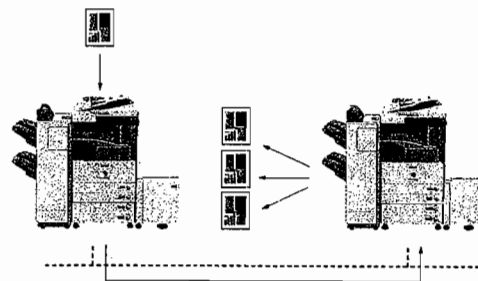
Now you can take advantage of device document manipulation features for accurate reproduction or modification of hard-copy images. Add digital data to copy sets to utilize complete document control and generate creative output. Plus, advanced document creation modes allow for covers, chapters, and inserts—even the ability to use several paper types in the same job.



### Cascade Copy



### Remote Copy



## EFFICIENT COMMUNICATIONS AT NETWORK SPEED

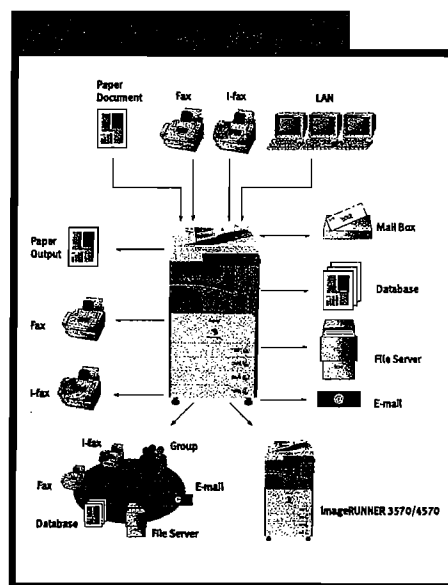
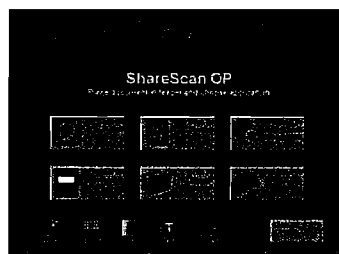
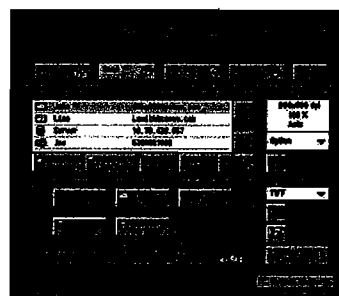
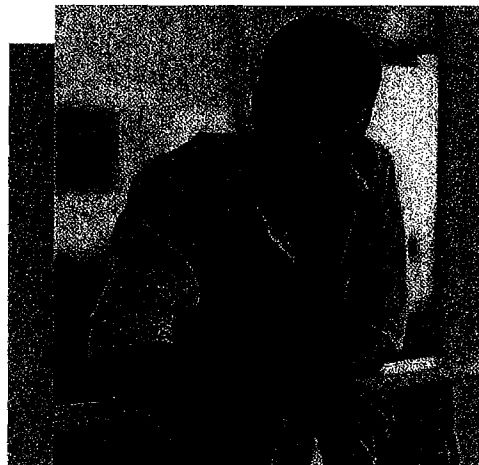
Incorporate innovative document distribution capabilities and transform the way your office communicates.

### Remove the Barriers To Efficient Information Sharing

Add the optional Universal Send™ kit and push digital documents to any network destination—individual or group e-mail addresses or Internet faxes, local Mail Boxes, network folders, and document management systems—in one simple, cost- and time-saving operation. Users may select from several industry-standard file formats, take advantage of searchable PDF (OCR) Mode,\*\* PDF Encryption,\*\* and URL Send Modes, and choose destinations from the system's high-capacity Address Book. With LDAP support, larger organizations can search up to five corporate e-mail servers for accurate, authorized recipient selection without error.

The imageRUNNER 3570/4570 devices support standard TWAIN-compliant scanning for basic image capturing needs through the Canon Network ScanGear utility, as well as traditional faxing through one or two optional dedicated fax lines—even PC faxing right from the desktop. Through job forwarding features, the system can route all of your incoming communications to other destinations, ensuring that you're never out of reach of important information.†

For even greater document distribution needs and populations, connect with eCopy ShareScan™ OP as an embedded application on your device. eCopy easily links the imageRUNNER 3570/4570 system with your company's e-mail and networked enterprise applications for secure, paperless distribution and management of data.



\*Available with optional Universal Send PDF Enhancement Kit.  
†Requires optional Universal Send Kit.

## FREE REIGN FOR ALL ON YOUR NETWORK

Unleash the true power of your imageRUNNER 3570/4570 devices for exceptional print performance.

### Easy Integration into Existing Infrastructures

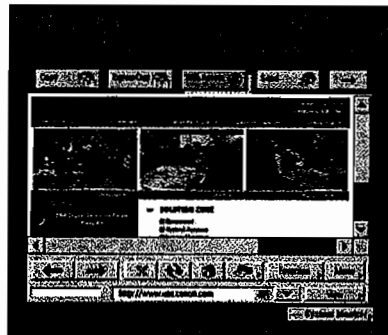
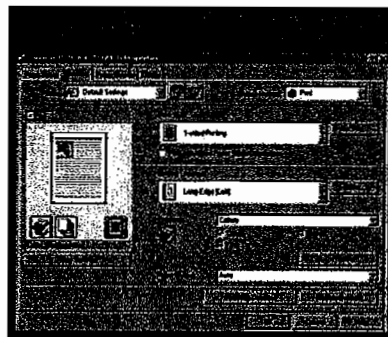
Compatible with most of today's popular operating systems, the imageRUNNER 3570/4570 systems are at home in any network environment. The standard 10/100Base-T Ethernet interface supports the fastest possible data transfer speeds in shared environments or, for expanded versatility, use the USB 2.0 High-Speed Interface for direct connection to a host PC.

### When You Need Something To Hold On To

When you choose to connect your imageRUNNER device as a network printer, rest assured that Canon has all the bases covered. Install the Canon Multi-PDL Printer Kit-E1 and watch employee productivity soar. With support for PostScript® 3™ Emulation and PCL 5e/6 page description languages, the imageRUNNER 3570/4570 devices are perfectly suited for general office printing applications with superior image quality. For accelerated printing performance, leverage Canon proprietary UFR II (Ultra Fast Rendering) technology, which processes print files with incredible speed.

### Value-added Printing Functionality

The imageRUNNER 3570/4570 devices go even further to support several additional value-added printing capabilities. There's a Secured Print function for document confidentiality, support for integration with imageWARE™ Publishing Manager (optional) for drag-and-drop document building, and optional barcode printing\*\* for quick and accurate production of barcodes. The system also offers the industry's first-ever Web Access function.\* This option allows users to call up Internet or intranet data on the full-size user interface panel for information retrieval as well as print\* forms and documents—without the use of a PC.



\*Check with your local Authorized Canon Dealer for availability.  
\* Requires Multi-PDL Printer Kit-E1.

## YOUR BUSINESS IS UNIQUE. WHY NOT YOUR OFFICE EQUIPMENT?

Install, manage, and customize the imageRUNNER 3570/4570 operation and functionality to match your specific needs.

### Now You're in Complete Control

Don't let networked devices dictate how your business operates. Canon offers all the tools you need to simplify imageRUNNER 3570/4570 configurations, administration, access, and customization—regardless if you're supporting a single unit or a fleet of networked MFPs.

Canon device management utilities, offered either as part of the standard feature-set or as optional upgrades, are embodied within the Canon NetSpot® Suite and Remote UI™ utilities. Authentication features, such as Department ID Mode, provide the ability to track or limit access to the device to those users assigned valid IDs and passwords. Simple Device Login (SDL) and Single Sign-on (SSO) features allow users to enter existing personal IDs and passwords to gain system access.

Once access is granted, a number of advanced security features go to work to help prevent data from being compromised or intercepted by outsiders. For even greater protection, the imageRUNNER Security Kit initiates the overwriting of hard disks and completely erases stored data.

In a networked environment, an administrator can control services and protocols as well as port usage. This person can also specify which users have access to the device using Mac and IP address filters.

### Access for Everyone, Anywhere, Anytime

The imageRUNNER 3570/4570 devices go further to provide access to every authorized user. Disabled users can operate system functions from a laptop or desktop PC using the Remote Operator's Software Kit,\* as well as receive audible job confirmation through the optional Voice Guidance Kit.\*

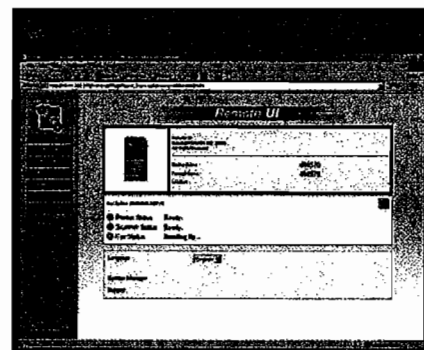
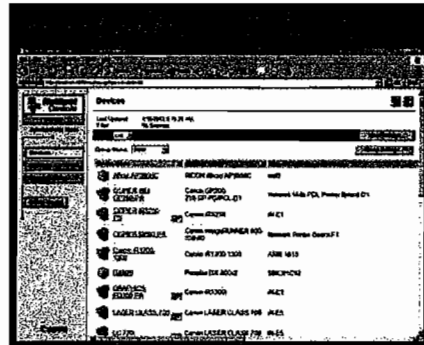


### Tailor Your System to the Way You Work

With Canon Java-based MEAP (Multifunctional Embedded Application Platform) architecture, the system can incorporate unique applications that run embedded in the device. The result is total integration of the imageRUNNER 3570 or imageRUNNER 4570 device into your business infrastructure.

### Image of a Leader

As a leading producer of network-connected multifunction devices, Canon continues to set new standards for quality, performance, and reliability. That's why you can trust Canon to provide you with solutions to make your corporate workgroup more productive, and any business more competitive.



\*Check with your local Authorized Canon Dealer for availability.

imageRUNNER 3570/4570 Specifications

**Type:** Digital, Multifunction Imaging System  
**Imaging System:** Laser Dry Electrostatic Transfer  
**Developing System:** Dry Dual Component Developing System  
**Fixing System:** RAPID Fusing System™  
**Image Server Memory:** Standard 512MB RAM/20GB HDD  
**First-copy Time:** 3.9 Seconds from Platen Glass  
 5.9 Seconds from Feeder  
 10 Seconds or Less from Sleep Mode  
 30 Seconds from Main Power Off  
**Warm-up Time:** Up to 35/45 ppm (Letter)  
**Copy/Print Speed:** 100  
**Max. Mail Boxes Supported:** 5 Jobs  
**Max. Copy Reservation:** 600 dpi x 600 dpi  
**Actual Resolution:** 2400 dpi x 600 dpi (Print)  
**Interpolated Resolution:** 256 Gradations of Gray  
**Halftone:** Standard Automatic Trayless Duplexing  
**Duplexing:** Duplexing  
**Magnification Reduction/Enlargement:** 25% to 400% — Platen  
 25% to 200% — Feeder  
 (in 1% Increments)  
**Automatic or Manual (9 Levels)**  
**Exposure Control:** Automatic or Manual (9 Levels)  
**Paper Sources Standard:** Dual 550-sheet Paper Cassettes (1,100 Sheets)  
 Stack Bypass (50 Sheets)  
**Optional:** 2,500-sheet Paper Deck (20 lb. Bond)  
 Dual 550-sheet Cassette Feeding Unit (4,750 Sheets Max.)  
**Multiple Copies:** 1 to 999  
**Paper Weights:** 17 lb. to 20 lb. Bond (Cassette)  
 17 lb. to 32 lb. Bond (Stack Bypass)  
**Network Interface Connections:** 10/100Base-T (RJ-45)  
**Dimensions (H x W x D):** 29-7/8" x 22-1/4" x 27-5/8"  
 (761mm x 565mm x 700mm)  
**Installation Space: (W x D):** 34" x 27-5/8"  
**Weight:** 136 lb. (61.6kg)  
**Power Requirements:** 120V AC, 60Hz, 10A  
**Power Consumption:** 1.35kW (Max.)  
**Toner Yield:** 24,000 @ 6% Coverage  
**Optional Accessories**  
**Universal Send Kit-B1**  
**Sending Methods:** E-mail, I-fax, Super G3 Fax (Optional), User Inbox, File Server (IPX, FTP, SMB)  
**Address Book Capacity:** Max. 1,800 Destinations  
 Max. 5 LDAP Servers  
**File Format:** TIFF, PDF, Optional PDF (OCR)  
**Sending Sizes:** Statement to 11" x 17"

**Duplexing Automatic Document Feeder-N1**  
**Acceptable Originals:** Statement to 11" x 17"  
**Capacity:** 50 Sheets (20 lb. Bond/Letter)  
**Max. Paper Weight:** 13 lb. to 32 lb. Bond  
**Cassette Feeding Unit-Y2**  
**Paper Capacity:** Dual 550-sheet Paper Cassettes (1,100 Sheets/20 lb. Bond)  
**Acceptable Paper Sizes:** Statement-R to 11" x 17"  
**Acceptable Paper Weights:** 17 lb. to 20 lb. Bond  
**Paper Deck-Q1**  
**Paper Deck Capacity:** 2,500 Sheets (20 lb. Bond)  
**Paper Size:** Letter  
**Acceptable Paper Weights:** 17 lb. to 20 lb. Bond  
**Inner 2-Way Tray-D1**  
**Number of Trays:** Two  
**Tray Capacity:** Lower Output Tray: 250 Sheets (Letter)  
 100 Sheets (Other Sizes)  
 Upper Output Tray: 100 Sheets (Letter)  
 50 Sheets (Other Sizes)  
**Copy Tray-J1 (Optional):** 150 Sheets (Letter)  
**Acceptable Paper Sizes:** Statement to 11" x 17"  
**Attachable Accessories:** Copy Tray-J1  
**Finisher-S1**  
**Number of Trays:** One (Second Tray Optional)  
**Tray Capacity:** Non-collate, Collate, Group Mode: 1,000 Sheets (Letter, Statement)  
 Staple Mode: 1,000 Sheets/30 Sets  
**Tray Capacity (with Additional Finisher Tray-B1)**  
 Non-collate, Collate, Group Mode: 300 Sheets per Tray (Letter, Statement)  
 Staple Mode: 300 Sheets/30 Sets per Tray (Letter)  
 150 Sheets/30 Sets (Legal, 11" x 17")  
**Staple Position/Size:** Corner Stapling (11" x 17", Legal, Letter, Letter-R)  
**Max. Stapling Capacity (Up to 20 lb. Bond):** 50 Sheets (Letter)  
**Attachable Accessories:** Puncher Unit-R1  
 Additional Finisher Tray-B1  
 Copy Tray-J1  
**Finisher-Q3/Saddle Finisher-Q4**  
**Number of Trays:** Two  
**Tray Capacity:** Non-collate, Collate, and Group Mode: 1,000 Sheets (Letter, Statement)  
 500 Sheets (11" x 17", Legal, Letter-R)  
 Staple Mode: 1,000 Sheets/30 Sets (Letter)  
 500 Sheets/30 Sets (11" x 17", Legal, Letter-R)

**Max. Stapling Capacity**  
**Corner, Double:** 50 Sheets (Letter), 30 Sheets (Letter-R, Legal, 11" x 17")  
**Saddle-stitching (Available on Saddle Finisher-Q4 Only)**  
**Acceptable Paper Sizes:** Letter-R, Legal, 11" x 17"  
**Capacity/Tray:** 1 to 5 Sheets/25 Sets  
 6 to 10 Sheets/15 Sets  
 11 to 15 Sheets/10 Sets  
 15 Sheets  
**Max. Stapling Capacity/Set:** V-fold  
**Folding:** Puncher Unit-M1  
**Attachable Accessories:** Puncher Unit-M1  
**Super G3 Fax Board-Q1/G3 Multi-Line Fax Board-D1**  
**Applicable Line:** Public Switched Telephone Network (PSTN)  
**Connection Lines**  
 Super G3 Fax Board-Q1: One  
 Super G3 Multi-Line Fax Board-D1: Two  
**Sending/Original Sizes:** Statement to 11" x 17"  
 (from Document Feeder)  
 Statement to 11" x 17"  
**Recording/Printing Sizes:** Statement to 11" x 17"  
**Multi-PDL Printer Kit-E1**  
**Processor:** Canon Custom Processor—Shared  
**RAM:** 512MB—Shared  
**Hard Disk:** 20GB—Shared  
**PDL Support:** PCL 5e, PCL 6, PostScript 3  
 Emulation, UFR II  
**Interface Connections Standard:** RJ-45 (10/100Base-T), USB 2.0  
**Network OS:** High-speed  
 Windows® 98/Me/2000/XP  
 Windows NT® 4.0/Server 2003  
 Macintosh® OS 8.0 or Later (PPD)  
 Solaris® 1.1x, 2.5x or Later  
 Novell® NetWare® v3.2, 4.1, 4.11, 4.2, 5, 5.1, 6, 6.5 (IPX/SPX™)  
**Additional Optional Accessories and Utilities**  
 Platen Cover Type H  
 Puncher Unit-R1/-M1  
 Cabinet  
 Envelope Feeder Attachment-C1  
 Accessibility Handle-A1  
 Braille Label Kit-A1  
 Document Tray-J1  
 Card Reader-C1  
 Card Sets  
 Universal Send PDF Enhancement Kit-B1  
 imageRUNNER Security Kit-A2  
 eCopy Suite/ShareScan OP  
 Copy Tray-J1  
 Bar Code Printing Kit-A1\*  
 Web Access Software-A1\*  
 Voice Guidance Kit-A2\*  
 Remote Operator's Software Kit-A1\*  
 Removable HDD Kit\*

\*Check with your local Authorized Canon Dealer for availability.



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1-800-OK-CANON  
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Canon U.S.A., Inc.  
 One Canon Plaza  
 Lake Success, NY 11042

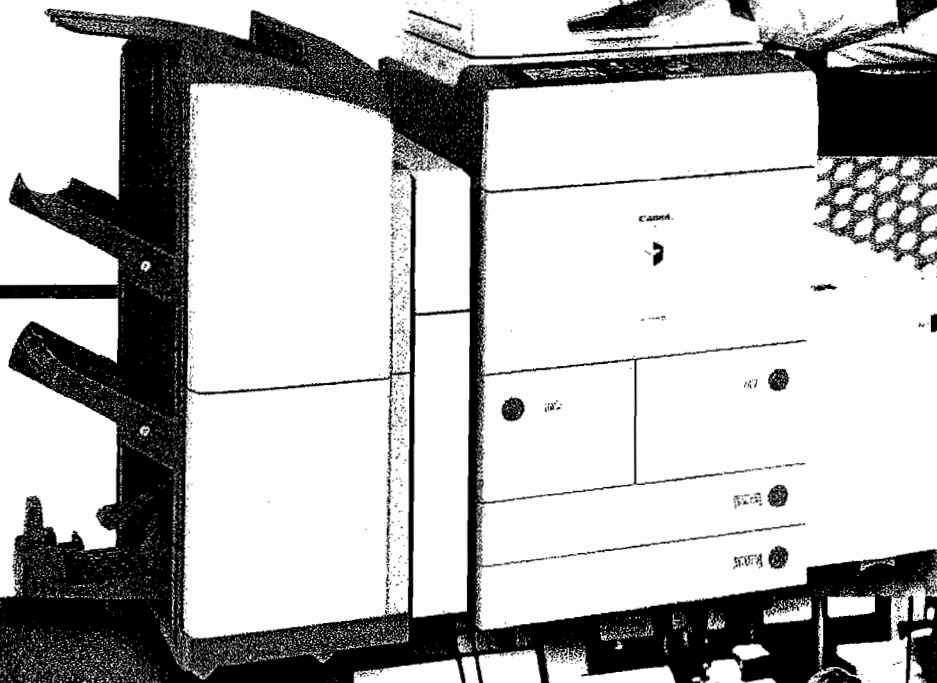


# Canon

imageRUNNER®  
6570 / 5570 / 5070



CORPORATE  
SYSTEMS



meap  
POWERED BY I

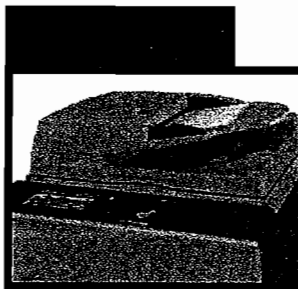
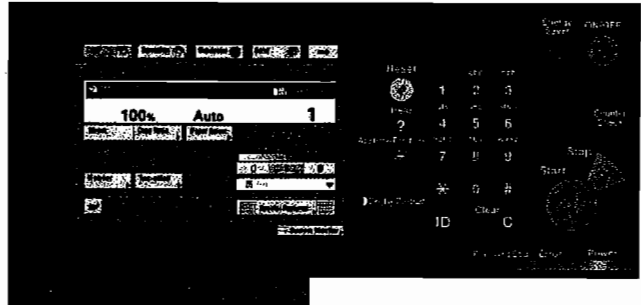
## POWERFUL PRODUCTIVITY STRAIGHT TO THE FINISH

The Canon imageRUNNER 6570/5570/5070 devices offer more document production flexibility than ever before.

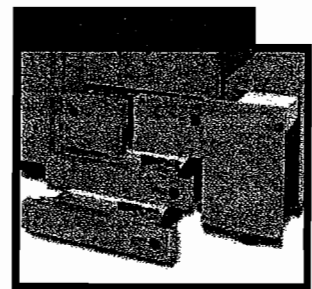
Featuring Canon's imagePlatform architecture, the imageRUNNER 6570/5570/5070 devices are designed to drive exceptional performance, with full concurrency across all system functions, including copying, printing, scanning, sending, and faxing.

Canon's custom processor technology is tied to a standard complement of 512MB RAM and a 20GB hard disk drive. Together, these elements deliver the processing power to support constant use in multiuser environments. Leveraging Canon's expertise in digital laser printer engine design, the imageRUNNER 6570/5570/5070 models ensure that every print/copy job is completed quickly, with output speeds of up to 65/55/50 pages per minute (letter), respectively. True 600 x 600 dpi scanning and Canon's innovative image enhancement technology deliver every page with superb image quality at resolutions of up to 2400 x 600 equivalent dpi.

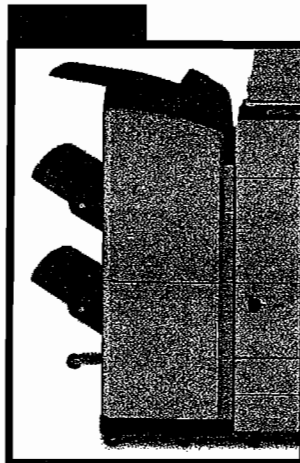
With Canon's IH (Induction Heating) technology, warm-up times are measured in seconds, not minutes, and energy savings are counted in dollars, not pennies. Standard Stackless Duplexing helps reduce paper costs while high-yield, easy-to-replace supplies maximize uptime and keep running costs to a minimum. Canon's proprietary Amorphous Silicon Drum (A-Si) technology offers greater resilience to wear and tear than conventional drums, ensuring consistent high-definition output. Plus, a number of versatile system accessories provide configuration flexibility to suit every need and application.



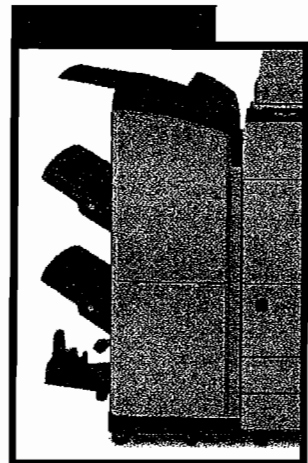
Reliably feed up to 100 one- or two-sided originals.



Get uninterrupted productivity with a 4,150-sheet standard paper supply, expandable to 7,650 with optional accessory.



Multiposition stapling, optional hole-punching, and a 4,000-sheet capacity for long-run job output.

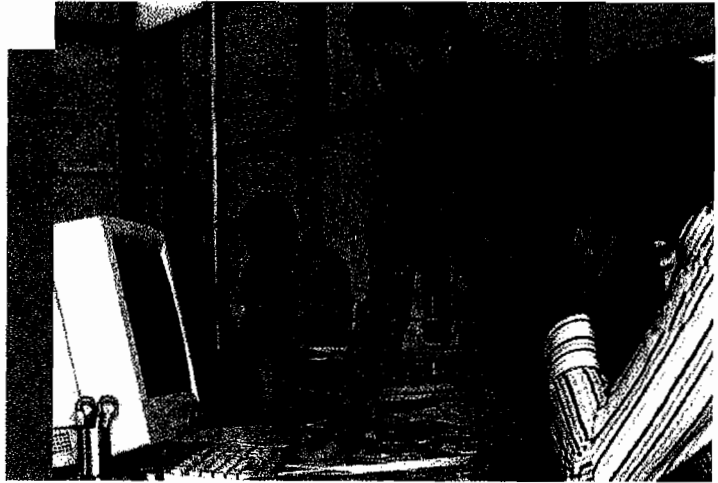


Add professional saddle-stitched finishing for in-house booklet creation. Optional hole-punching also available.



## INFORMATION SHARING WITH JUST THE TOUCH OF A BUTTON

Leverage the power of your existing network infrastructure to communicate across the room or around the globe.

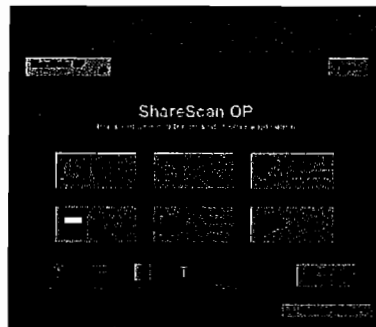
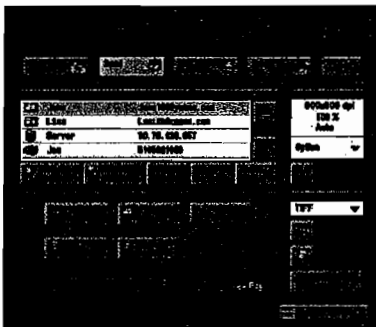


Start with basic document distribution by adding Super G3 Fax capabilities to the imageRUNNER 6570/5570/5070 devices and send documents as fast as three seconds per page.\* With the fax option, every connected user has access to paperless faxing right from the desktop through a user-friendly fax driver. The imageRUNNER 6570/5570/5070 devices also support standard TWAIN-compliant scanning for image capture and editing needs at connected workstations through Canon's Network ScanGear utility.

For more advanced document distribution needs, add the optional Universal Send™ kit so you can push digital documents to any destination—individual or group e-mail addresses or Internet faxes, local Mail Boxes, network folders, and document management systems. Destinations can be entered and stored in the imageRUNNER 6570/5570/5070 Address Book, or searched on corporate networked servers using the system's LDAP support for accurate and authorized recipient selection.

Canon's URL Send feature enables scanned documents to be stored on the device while sending the URL of the document to a recipient for retrieval when they need it—reducing electronic jams and clogged e-mail inboxes. With Encrypted PDF Mode,\*\* users can minimize the risk of unauthorized access to scanned and sent files by encrypting the contents and assigning a password for opening, printing, and editing. With Searchable PDF Mode,\*\* users can scan and create searchable files to locate information quickly.

For enterprise-wide document distribution needs and high-volume recipient populations, the optional eCopy ShareScan™ OP software can be embedded in the imageRUNNER 6570/5570/5070 models for linkage with corporate e-mail and networked enterprise applications. This ensures secure, paperless distribution and management of corporate data.



\*Approximate 3-second-per-page fax transmission time based on ITU-T No. 1 Chart (JBIG, Standard Mode) at 33.6 Kbps modem speed when transmitting to another V.34 machine. The Public Switched Telephone Network (PSTN) currently supports 28.8 Kbps modem speeds or lower, depending on telephone line conditions.

\*\*Requires Universal Send PDF Enhancement Kit-B1.

## TO PRESERVE AND PROTECT

Modify imageRUNNER 6570/5570/5070 device functionality to meet specific system access requirements and unique applications.

### Achieve Complete Control

Take control of departmental workflows. Canon provides a complete suite of tools and utilities to help simplify imageRUNNER 6570/5570/5070 device configuration, administration, access, and system customization. Canon's device management utilities ease administrator burdens of installing, monitoring, and managing networked devices, while the Device Information Delivery setting feature broadcasts desired settings of a target machine to other networked imageRUNNER systems throughout the department for identical operability.

The embedded Department ID Mode tracks and limits system access to those users assigned valid IDs and passwords. Network-enabled user authentication tools, such as Simple Device Login (SDL) and Single Sign-on (SSO), permit existing network IDs and passwords to be used so employees can maintain a single identity for all network security functions.

Once device access is granted, a number of advanced security and encryption features go to work to help prevent data from being compromised or intercepted by outsiders. For even greater protection, the optional imageRUNNER Security Kit initiates the overwriting of hard disks to completely erase stored data.



### Modify System Operability to Meet Unique Workflows

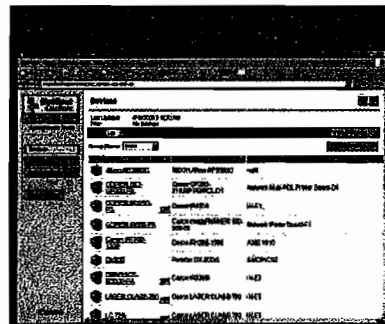
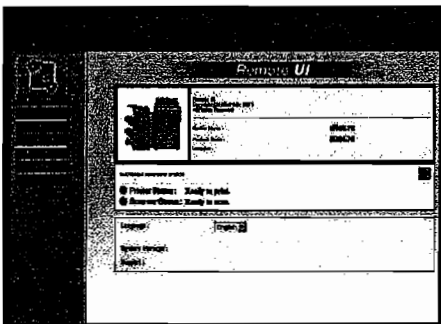
Based on Java technology, Canon's MEAP (Multifunctional Embedded Application Platform) architecture allows the system to incorporate unique applications that run embedded within the device. The result is total integration into your company's infrastructure by presenting customized applications to walk-up users directly from the device's full-color LCD panel.

### Accessibility for All

The imageRUNNER 6570/5570/5070 systems go even further to provide easy device access to every authorized user. Disabled users can operate system functions from a laptop or desktop PC using the optional Remote Operator's Software Kit, which emulates the control panel. Visually impaired users can receive audible job confirmation through the optional Voice Guidance Kit.

### Image of a Leader

As a leading producer of network-connected multifunction devices, Canon continues to set new standards for quality, performance, and reliability. That's why businesses of every size and scope trust Canon to provide office solutions that enhance productivity and make every business more competitive.





**Boone County Purchasing**  
601 E. Walnut, Room 208  
Columbia, MO 65201

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

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

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### ***Bid Data***

Bid Number: **10-02MAR06**  
Commodity Title: **Digital Photocopiers**

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

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

Day / Date: **THURSDAY, MARCH 2, 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 6<sup>th</sup> Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

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

Day / Date: **THURSDAY, MARCH 2, 2006**  
Time: **10:30 A.M. C.S.T.**  
Location / Address: **Boone County Johnson Building Conference Room  
601 E. Walnut, Room 213  
Columbia, MO 65201**

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#### ***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. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: [www.showmeboone.com](http://www.showmeboone.com)  
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental entity contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:  
 1) the provisions of the Contract (as it may be amended);  
 2) the provisions of the Bid;  
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - The initial purchase Term and Supply Contract period shall be from Date of Award through December 31, 2006. The maintenance agreement may be automatically renewed for up to an additional seven (7) one-year periods unless canceled by the 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, Delivery, Installation, and Set-up of Digital Multifunction Imaging Systems and Maintenance of said equipment, as detailed in the following specifications.
  - 2.1.1. **Copiers** – Each new copier shall be delivered with two (2) containers of toner and/or developer when applicable. Cost of these supplies shall be included in the machine base bid price. Prices shall also include delivery, installation, set-up, and packing removal for each machine.
  - 2.1.2. **Quantity – Two (2)** – These copiers will be purchased from the following configurations. The County reserves the right to choose which machine and price submitted best meets their needs within the requirements of the minimum specifications. In addition, optional accessories have been included which may be added to the base unit at the time of purchase, or at a later date within the contract period. Therefore, bidders must provide separate pricing for the base unit and accessories.
- 2.2. **CONTRACT DURATION** - The initial purchase contract shall be effective from Date of Award through December 31, 2006. The maintenance portion of the contract is subject to renew annually for up to seven (7) additional one (1) year periods following expiration of the first contract period. Prices are subject to adjustment thereafter, effective on the renewal date, and must remain firm through the end of the renewal period.
  - 2.2.1. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month to month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
  - 2.2.2. **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.
- 2.3. **COPIER #1:** Bids are requested for the following copier configuration.
  - 2.3.1. **Monthly Copy Volume Approximately 30,000**
  - 2.3.2. **Estimated Quantity (1)** – Base machine should meet the following technical specifications:
  - 2.3.3. It is the County's preference to purchase an "all in one" unit digital copier and printer with local and network scanning capabilities. The bidder should submit with their bid response whether the copier bid is an "all in one" unit or a "console" unit. It should be noted that the base bid should reflect **copier only**. The intent of the base bid price is not to have the copier networked. The County wants to ensure the equipment bid has the capability of being networked either at the time of purchase or at a later date.
  - 2.3.4. 50 Minimum Copies Per Minute Copy Speed
  - 2.3.5. Paper Capacity – 4,000 Sheet
  - 2.3.6. Copy Reservation – Allow storage of five (5) copy jobs in memory while current copy jobs are being processed.
  - 2.3.7. Ability to copy sheets, books, and 3-D objects.
  - 2.3.8. Paper – Must accommodate sheet size to 11x17
  - 2.3.9. Document Feeder – Automatic trayless duplexing and 100 sheet capacity
  - 2.3.10. Multi-Sheet By-Pass Tray – 50 Sheet
  - 2.3.11. Auto Shut-Off and reset
  - 2.3.12. ID Code Capabilities
  - 2.3.13. Reduction Enlargement 25% to 400% in 1% increments
  - 2.3.14. Printing Resolution – 600 dpi x 600 dpi; 2400 dpi x 600 dpi Interpolated
  - 2.3.15. Electronic/Rotation Sorting
  - 2.3.16. Image Rotation
- 2.4. **ADD ALTERNATES FOR COPIER #1**
  - 2.4.1. Fully networked copier with the following specifications:

- Image Server Network: 128 MB of RAM + 5.1 GB HDD. Bidder shall include memory capacity as well as maximum capacity of RAM in their bid response.
  - Copy/Scanning Resolution – 600 dpi x 600 dpi, 52 ipm
  - Confidential Mail Boxes – Supports the creation of a minimum of 20 individual user mailboxes. Mailboxes can be used to accept scanned and printed data, permitting users to combine paper and electronic information.
- 2.4.1.1. Print Capability – PDLs: Adobe Postscripts 3, PCL6, TIFF, PDF, Automatic PDL sensing and switching.
- 2.4.1.2. The contractor shall fully train two (2) County Information Technology technicians with the installation and implementation of networking software. It will be the County’s responsibility to install software on all workstations and install any wiring and/or cabling required for networking the digital copier.
- 2.4.2. Paper Deck – Minimum 3,000-sheet letter size accommodating paper weight 17lb bond to 20lb bond
- Finishers**
- 2.4.3. Finisher with the capability to staple in top corner (30 sheets).
- 2.4.4. Finisher with the capability to staple in multiple positions.
- 2.4.5. Finisher with the capability to staple in multiple positions and equipped with saddle finisher.
- Specs – Two (2) trays; top tray holds 1,000 sheets (letter) and lower tray holds 1,000 sheets (letter). Saddle stitch tray holds 300 sheets. Stapler able to position one in corner and two in side margin with the capacity of 50 sheets (letter). Saddle stitch capacity of 15 sheets, V-folding.
- 2.4.6. Puncher Unit capable to make 2 or 3 hole punches with paper weight up to 110 lb index.
- 2.4.7. Fax Capability – Minimum of a 33.6 kbps fax speed, transmission speed less than 6 seconds, auto dial with group broadcast feature, 2 MB memory capacity.
- 2.5. **COPIER #2:** Bids are requested for the following copier configuration.
- 2.5.1. **Monthly Copy Volume Approximately 15,000-20,000**
- 2.5.2. **Estimated Quantity (1)** – Base machine should meet the following technical specifications:
- 2.5.3. It is the County’s preference to purchase an “all in one” unit digital copier and printer with local and network scanning capabilities. The bidder should submit with their bid response whether the copier bid is an “all in one” unit or a “console” unit. It should be noted that the base bid should reflect **copier only**. The intent of the base bid price is not to have the copier networked. The County wants to ensure the equipment bid has the capability of being networked either at the time of purchase or at a later date.
- 2.5.4. 45 Minimum Copies Per Minute Copy Speed
- 2.5.5. Paper Capacity – 2,000 Sheet
- 2.5.6. Copy Reservation – Allow storage of five (5) copy jobs in memory while current copy jobs are being processed.
- 2.5.7. Ability to copy sheets, books, and 3-D objects.
- 2.5.8. Paper – Must accommodate statement sheet size to 11 x 17
- 2.5.9. Document Feeder – Automatic trayless duplexing and 30 sheet capacity
- 2.5.10. Multi-Sheet By-Pass Tray – 50 Sheet
- 2.5.11. Auto Shut-Off and reset
- 2.5.12. ID Code Capabilities
- 2.5.13. Reduction Enlargement 25% to 400% in 1% increments
- 2.5.14. Printing Resolution – 600 dpi x 600 dpi; 2400 dpi x 600 dpi Interpolated
- 2.5.15. Electronic/Rotation Sorting
- 2.5.16. Image Rotation
- 2.6. **ADD ALTERNATES FOR COPIER #2**
- 2.6.1. Fully networked copier with the following specifications:
- Image Server Network: 128 MB of RAM + 5.1 GB HDD. Bidder shall include memory capacity as well as maximum capacity of RAM in their bid response.
  - Copy/Scanning Resolution – 600 dpi x 600 dpi, 52 ipm

- Confidential Mail Boxes – Supports the creation of a minimum of 20 individual user mailboxes. Mailboxes can be used to accept scanned and printed data, permitting users to combine paper and electronic information.
- 2.6.1.1. Print Capability – PDLs: Adobe Postscripts 3, PCL6, TIFF, PDF, Automatic PDL sensing and switching.
- 2.6.1.2. The contractor shall fully train two (2) County Information Technology technicians with the installation and implementation of networking software. It will be the County’s responsibility to install software on all workstations and install any wiring and/or cabling required for networking the digital copier.
- 2.6.2. Paper Deck – Minimum 3,000-sheet letter size accommodating paper weight 17lb bond to 20lb bond
- 2.6.3. Upgrade Document Feeder with 50 sheet capacity
- Finishers**
- 2.6.4. Finisher with the capability to staple in top corner (30 sheets).
- 2.6.5. Finisher with the capability to staple in multiple positions.
- 2.6.6. Finisher with the capability to staple in multiple positions and equipped with saddle finisher.
- Specs – Two (2) trays; top tray holds 1,000 sheets (letter) and lower tray holds 1,000 sheets (letter). Saddle stitch tray holds 300 sheets. Stapler able to position one in corner and two in side margin with the capacity of 50 sheets (letter). Saddle stitch capacity of 15 sheets, V-folding.
- 2.6.7. Puncher Unit capable to make 2 or 3 hole punches with paper weight up to 110 lb index.
- 2.6.8. Fax Capability – Minimum of a 33.6 kbps fax speed, transmission speed less than 6 seconds, auto dial with group broadcast feature, 2 MB memory capacity.
- 2.7. **TRADE-IN INFORMATION** – The County may choose to trade-in the following machines. The County is trading the machines “as is” and does not take any responsibility for operating performance. If you wish to assess the equipment, please contact Heather Turner at 573-886-4392.
- 2.7.1. Gestetner 3245, S/N 2B19860499 Current Copy Count 1,524,118 Located in the Prosecuting Attorney’s Office.
- 2.7.2. Gestetner 3245, S/N 2B19860512 Current Copy Count 1,260,752 Located in Court Administration Office.
- 2.8. **MAINTENANCE**
- 2.8.1. The County intends to purchase an additional seven (7) year maintenance contract with each machine. The Contractor’s on-site maintenance shall include preventative maintenance calls and all remedial service calls required by using department and found to be necessary by the service representative to maintain the equipment in optimum operating condition. County expects repair response time to be four (4) business hours from the date and time a service call is placed. In the event a machine cannot be repaired within 48 hours of the first service request, a loaner machine of equal or higher level will be provided at no charge to the County. If the original equipment cannot be repaired to the satisfaction of the County, permanent replacement equipment with equal or greater specifications must be provided, at no cost to the County. The successful bidder’s responsibility for permanent replacement will be seven (7) fiscal years following the year equipment is installed and accepted by the County. Responding bidders must be authorized service representatives for their submitted bid machine make and models. **Bidders must submit a letter of authorization with the bid.** Bidders must guarantee that all parts used are manufacturer approved parts and equipment.
- 2.8.2. **Additional Maintenance and Supply Contract Terms** - The contractor shall be responsible for providing all service and supplies as may be required to maintain the equipment in good working condition. Service/maintenance cost is based on the estimated annual cost for maintenance specified on the pricing page plus any applicable overage charges. Maintenance contracts will be billed annually in January for the period January through December. If vendors are required to provide an annual cost increase for said service, percentage increases are not acceptable. The anticipated maximum percentage increase must be submitted in the form of a dollar amount for each year. Please feel free to use an additional sheet if enough room is not provided in Section 4 of

this request.

- 2.8.3. **Service/Supply agreements shall include, but not be limited to, the following:**
- 2.8.3.1. All routine preventive maintenance service calls and/or addition of developer as well as regular inspection service calls. Each regularly scheduled preventive maintenance call shall include a complete inspection, essential cleaning, lubrication, replacement of worn or broken parts, and mechanical adjustments to accommodate for new parts or to compensate for wear.
- 2.8.3.2. "Special service calls" (service calls made between the regularly scheduled routine preventative maintenance calls and regular inspection service calls) requested by the County.
- 2.8.3.3. Emergency service calls
- 2.8.3.4. The Contractor's on-site maintenance shall include all labor, mileage, travel time, and all replacement parts necessary to maintain said equipment in optimum operating condition for service calls listed above to County location of equipment. All replacement parts include but are not limited to: drum, fuser rollers, oil, cleaning blades, and any accessories such as auto document feeder, stapler, sorters, etc.
- 2.8.4. All Supplies, excluding paper and staples, necessary for operation of the equipment including, but not limited to, toner, developer shall be included in the maintenance cost. The County will assume responsibility for installing paper and staples in the copier. The installation of all other supplies will be the responsibility of the contractor. Supplies must be provided in sufficient quantities to prevent down time.
- 2.8.5. The contractor shall have at least one service manager and one service technician duly trained by the manufacturer and authorized in the repair of the items offered for bid. A manufacturer's statement should be included as verification of training. The Bidder must provide the following information relating to the provision of maintenance service as listed in ATTACHMENT 1 and include in the bidder's response.
- 2.8.6. The County's expectation is that equipment furnished shall be maintained in a high quality state of operation at all times. Equipment repeatedly requiring service calls in excess of two times per preventive maintenance cycle shall be deemed to be unacceptable.
- 2.8.7. The Contractor shall agree and understand that the County reserves the right to cancel maintenance on any equipment owned by the County, at no additional cost to the county. Such notification shall be provided, in writing, within thirty (30) days prior to the cancellation date.
- 2.8.8. Contractor shall provide, with each machine, an on-site service log. This log shall be updated each time service is performed on the machine.
- 2.9. **WARRANTY AND GUARANTEE**
- 2.9.1. Bidder shall submit with their bid a complete description of any and all warranties offered as part of this contract.
- 2.9.2. Bidder agrees to unconditionally guarantee all equipment against defect in material, workmanship and performance for a period of one year from the date of acceptance by the county, unless otherwise specified.
- 2.9.3. Like for Like: Like for like trade agreement throughout the entire term of the seven (7) year maintenance or warranty at no cost to the County. In the event that the equipment experience excessive down time or fails to maintain acceptable quality standards, Contractor will replace the equipment with that of equal or greater quality.
- 2.10. **ADDITIONAL CONTRACTOR REQUIREMENTS**
- 2.10.1. Contractor shall provide and install equipment that meets or exceed the specifications contained in this bid.
- 2.10.2. The Contractor must provide any additional equipment necessary, at no cost to the County, if the awarded equipment does not meet the specifications outlined in this document. The County shall determine whether the specifications are adequately met.
- 2.10.3. The Contractor shall not substitute any equipment without the prior written approval of the Boone County Director of Purchasing.
- 2.10.4. The County reserves the right to allow the Contractor to substitute any new equipment offered by the Contractor on all unshipped and future orders if the equipment capabilities are equal to, or greater than the contract equipment. The Director of Purchasing shall be the final authority as to



acceptability.

- 2.10.5. In the event of manufacturer discontinuation, the Contractor shall substitute equipment with equal or better capabilities for the same or less cost than the discontinued equipment. The contractor shall not substitute any equipment without the prior written approval of the Boone County Purchasing Director. The Boone County Purchasing Director shall be the final authority as to acceptability of requested substitutions and reserves the right to accept or reject any substitution requests.
- 2.10.6. The Contractor shall be responsible for replacing any items received in damaged condition at no cost to the County. This includes all shipping costs for returning non-functional/damaged equipment to the Contractor for replacement.
- 2.10.7. The Contractor must pass along all price reductions offered by the manufacturer or dealer during the contract period to the County. Such notice shall be given within ten days after issuance. The lower prices shall apply on all unshipped orders from the date of the price reduction.
- 2.10.8. The Contractor must function as the single point of contact for the County regardless of any subcontract arrangements for maintenance services. This shall include assuming responsibility and liabilities for all problems relating to all products and services provided.
- 2.10.9. The Contractor must supply the user documentation/operating manuals necessary to install, operate and maintain the products provided.
- 2.10.10. Contractor must provide on-site training for each installation for all primary and back-up operators. The County may require additional training sessions if the copier will have multiple users.
- 2.11. **ELECTRICAL REQUIREMENTS**
- 2.11.1. The County expects all equipment furnished under the terms of a purchase agreement to operate on standard building current. Bidders may make an appointment with the Facilities Maintenance Manger prior to the scheduled bid closing to test the current at the potential equipment location, to determine if their equipment will operate successfully.
- 2.12. **NETWORK REQUIREMENTS**
- 2.12.1. Bidders must include, for the Networking Add Alternate, optimal accessories necessary for complete and fully operational, TCP/IP network connections as well as software to enable the device to be used as a printer.
- 2.12.2. Equipment must be certified and compatible with a minimum:
  - Windows 98/NT/2000/XP, Novell Netware 5.0, Novell Netware 5.1. Driver software must be provided for the supported Desktop and Network operating systems. Ethernet, IPX and TCP/IP Protocol Support
- 2.13. **PRINT CAPABILITIES**
- 2.13.1. Print Submission Tools: Equipment should have capabilities of the TIFF/PDF submission tool which provides direct submission of TIFF and PDF files from Windows 2000/NT 4.0/98/05. Bidders must state their capabilities for this submission tool.
- 2.13.2. Fonts (Bidder should state what is provided in bid response):
  - PostScript 3: 176 Adobe Postscript Type 1 fonts
  - PCL6: Micro Type Fonts
  - PostScript Emulation
- 2.13.3. Job Submission of Print-Ready Files:
  - Post Script, PCL, TIFF, PDF ASCII
- 2.13.4. Browsers:
  - Netscape Navigator 4.x
  - Netscape Communicator 4.5/4.6
  - Microsoft Internet explorer 4.x, 5.x and 6.x
- 2.13.5. Print Management Support:
  - SSNMP Version 1 and SNMP Version 2c traps
  - MIB access (IETF-MIB II RFC 1213, Host Resources MIB RFC 1514
  - Printer MIB RFC 1759
  - Edge-to-edge Printing Support
- 2.13.6. Scan Destinations (Bidders should state any additional scanning capabilities for the equipment

quoted):

- Scan to Network
- Scan to PC Desktop
- Scan to Application (workflow, EDMS)
- Scan to Microsoft exchange Public Folders

- 2.14. **INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this Contract until they have obtained all insurance required under this paragraph and the County has approved such insurance. All policies shall be in amounts, form, and companies satisfactory to the County. The County must carry an A-6 or better rating as listed in the A.M. Best or Equivalent Rating Guide.
- 2.14.1. **Compensation Insurance** – Contractor shall take out and maintain during the life of this contract, **Employee’s Liability and Workers Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Worker’s Compensation coverage shall meet Missouri statutory limits. Employers’ Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker’s Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers’ Liability Insurance for the protection of their employees not otherwise protected.
- 2.14.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 per project limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 2.14.3. **Commercial Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.14.4. The Contractor has the option to provide **Owner’s Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner’s Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.14.5. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as

required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

- 2.14.6. **Indemnity Agreement** - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County of Boone, its directors, officers, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless or defend the County of Boone from its own negligence.
- 2.15. **SALES/USE TAX EXEMPTION** - County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.16. **FINANCIAL EVALUATION OF BID**
- 2.16.1. **Basis of Evaluation** – Evaluation of pricing shall be based on the combined life cycle cost of the equipment and maintenance for a seven (7) year period, which includes the lowest total cost of the copy machines, listed accessories, 7-year maintenance and networking items (if applicable), meeting the specifications.
- 2.16.2. **Service and Maintenance** – The annual cost for maintenance as determined by each department’s estimated annual usage will determine the annual service/maintenance cost. The total seven-year cost will be considered a part of the evaluation.
- 2.16.3. **Evaluation of Equipment** – At the option of the County, any bidder may be required to furnish a demonstration or trial run of equipment bid to determine quality of copies produced, ease of use, dependability of the equipment, and compliance with the specifications. If required, the County may test the equipment for a maximum of 10,000 copies or 2 weeks, whichever comes first. The bidder must make equipment and technical staff available for on-site testing by the County. All costs, including transportation, associated with the evaluation shall be borne by the bidder.
- 2.17. **AWARD OF CONTRACT**
- 2.17.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of 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.
- 2.17.2. If the bidder’s response is based on an “all or none” award in any manner, this must be clearly stated on the bid form.
- 2.18. **DEVIATIONS** - It is the bidder’s responsibility to submit a bid that meets all mandatory specifications stated within. Because of the variations in manufacturer’s construction, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations. 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 sufficient or acceptable as proper identification of deviations from the written specifications.

- 2.19. **DESIGNEES** – Vanessa Ridgel, Court Administration, 705 E. Walnut, Columbia, MO 65201; Bonnie Adkins, Prosecuting Attorney’s Office, 705 E. Walnut, Columbia, MO 65201.
- 2.20. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Heather Turner, CPPB, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: hturner@boonecountymo.org.
- 2.21. **DELIVERY/INSTALLATION** - Firm delivery and installation schedules are essential in the performance of the contract to be awarded hereunder. Bidders shall set forth in their bid the number of days in which delivery and installation will be fully complete in strict accordance with the specifications. A timely delivery schedule with an immediate installation and training schedule shall be stated on the Response Page. Delivery date should be within **thirty days** from date of purchase order. If the bidder does not set forth a date of completion in their bid, their bid is subject to rejection.  
Note: Contractor shall not ship or install equipment without a properly executed purchase order.
- 2.21.1. **Delivery Locations** – Boone County Courthouse, 705 E. Walnut, Columbia, MO 65201.
- 2.21.2. **Delivery Terms:** FOB Destination with Inside Delivery to designated room. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.22. **COMPLETE DESCRIPTIVE LITERATURE** – Bidders proposing to furnish items must submit Complete Descriptive Literature with bid. Bids received without descriptive literature are subject to rejection.
- 2.23. **INVOICES** - The County’s purchase order number must appear on the invoice. Invoices should be submitted to the appropriate designee as awarded.

**3. Response Presentation and Review**

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

4. **Response Form**

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

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

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

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

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

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

4.6.1. ( ) Corporation

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

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

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

4.7. **Pricing**

**Unit Price**

4.7.1. **COPIER #1 – Base copier per specifications in Section 2.3.** \$ \_\_\_\_\_

4.7.2. **List any deviations to the original specifications:**

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

4.8. **ADD Alternates for Copier #1**

Fully networked copier with scanning capabilities per section 2.4.1. and Print Capability including PDLS Adobe Postscripts 3, PCL6,

4.8.1. TIFF, PDF, Automatic PDL sensing and switching \$ \_\_\_\_\_

Identify Memory Included \_\_\_\_\_

Identify Memory Expansion Capabilities \_\_\_\_\_

4.8.2. Large Capacity Paper Deck \$ \_\_\_\_\_

Please specify paper capacity \_\_\_\_\_

**Finishers**

4.8.3. Finisher with the capability to staple in top corner (30 sheets) \$ \_\_\_\_\_

4.8.4. Finisher with the capability to staple in multiple positions \$ \_\_\_\_\_

4.8.5. Finisher with the capability to staple in multiple positions and equipped with a saddle finisher per section 2.4.5. \$ \_\_\_\_\_

4.8.6. Puncher Unit capable of making 2 or 3 hole punches \$ \_\_\_\_\_

4.8.7. Fax per specifications in section 2.4.7. \$ \_\_\_\_\_

Please describe any responsibility of the County to complete installation of fax.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TOTAL OF ALL ADD ALTERNATES (Section 4.8.1.-4.8.8.)** \$ \_\_\_\_\_

**Annual Maintenance Cost-Bidder must include all supplies (except for paper and staples) and must provide fixed prices in the blanks below. Percentage increases are not acceptable.**

4.9. Annual Number of Copies  
(Contract Year 1) Annual Cost for Maintenance Cost per Copy for Overage

4.9.1. 200,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

4.9.2. 250,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

4.9.3. 300,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

4.9.4. 350,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Annual Number of Copies  
(Contract Year 2) Annual Cost for Maintenance Cost per Copy for Overage

4.9.5. 200,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

4.9.6. 250,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

4.9.7. 300,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

4.9.8. 350,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Annual Number of Copies  
(Contract Year 3) Annual Cost for Maintenance Cost per Copy for Overage

4.9.9. 200,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

4.9.10. 250,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

4.9.11. 300,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

4.9.12. 350,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Annual Number of Copies  
(Contract Year 4) Annual Cost for Maintenance Cost per Copy for Overage

4.9.13. 200,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

4.9.14. 250,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

4.9.15. 300,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

4.9.16. 350,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Annual Number of Copies  
(Contract Year 5) Annual Cost for Maintenance Cost per Copy for Overage

4.9.17. 200,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

4.9.18.	250,000	\$ _____	\$ _____
4.9.19.	300,000	\$ _____	\$ _____
4.9.20.	350,000	\$ _____	\$ _____
	Annual Number of Copies (Contract Year 6)	Annual Cost for Maintenance	Cost per Copy for Overage
4.9.21.	200,000	\$ _____	\$ _____
4.9.22.	250,000	\$ _____	\$ _____
4.9.23.	300,000	\$ _____	\$ _____
4.9.24.	350,000	\$ _____	\$ _____
	Annual Number of Copies (Contract Year 7)	Annual Cost for Maintenance	Cost per Copy for Overage
4.9.25.	200,000	\$ _____	\$ _____
4.9.26.	250,000	\$ _____	\$ _____
4.9.27.	300,000	\$ _____	\$ _____
4.9.28.	350,000	\$ _____	\$ _____

**Describe Warranty Features including Length and Features (Warranty to cover all components**

4.10. **acquired at time of purchase)**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

4.11. **Annual Copy Rating:** \_\_\_\_\_

4.12. **Warm Up Time:** \_\_\_\_\_

**Unit Price**

4.13. **COPIER #2 – Base copier per specifications in Section 2.5.** \$ \_\_\_\_\_

4.13.1. **List any deviations to the original specifications:**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

4.14. **ADD Alternates for Copier #2**  
 Fully networked copier with scanning capabilities per section 2.6.1.  
 and Print Capability including PDLS Adobe Postscripts 3, PCL6,

4.14.1. TIF, PDF, Automatic PDL sensing and switching \$ \_\_\_\_\_



Identify Memory Included \_\_\_\_\_

Identify Memory Expansion Capabilities \_\_\_\_\_

4.14.2. Large Capacity Paper Deck \$ \_\_\_\_\_

Please specify paper capacity \_\_\_\_\_

4.14.3. Upgrade Document Feeder to a 50 sheet capacity \$ \_\_\_\_\_

**Finishers**

4.14.4. Finisher with the capability to staple in top corner (30 sheets) \$ \_\_\_\_\_

4.14.5. Finisher with the capability to staple in multiple positions \$ \_\_\_\_\_

4.14.6. Finisher with the capability to staple in multiple positions and equipped with a saddle finisher per section 2.6.6. \$ \_\_\_\_\_

4.14.7. Puncher Unit capable of making 2 or 3 hole punches \$ \_\_\_\_\_

4.14.8. Fax per specifications in section 2.6.8. \$ \_\_\_\_\_

Please describe any responsibilities of the County to complete installation of fax.

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

**TOTAL OF ALL ADD ALTERNATES (Section 4.14.1.-4.14.8.) \$ \_\_\_\_\_**

**Annual Maintenance Cost-Bidder must include all supplies (except for paper and staples) and must provide fixed prices in the blanks below. Percentage increases are not acceptable.**

4.15. Annual Number of Copies (Contract Year 1) Annual Cost for Maintenance Cost per Copy for Overage

4.15.1. 200,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

4.15.2. 250,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

4.15.3. 300,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Annual Number of Copies (Contract Year 2) Annual Cost for Maintenance Cost per Copy for Overage

4.15.4. 200,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

4.15.5. 250,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

4.15.6. 300,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Annual Number of Copies (Contract Year 3) Annual Cost for Maintenance Cost per Copy for Overage

4.15.7. 200,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

4.15.8. 250,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

4.15.9. 300,000 \$ \_\_\_\_\_ \$ \_\_\_\_\_

	Annual Number of Copies (Contract Year 4)	Annual Cost for Maintenance	Cost per Copy for Overage
4.15.10.	200,000	\$ _____	\$ _____
4.15.11.	250,000	\$ _____	\$ _____
4.15.12.	300,000	\$ _____	\$ _____

	Annual Number of Copies (Contract Year 5)	Annual Cost for Maintenance	Cost per Copy for Overage
4.15.13.	200,000	\$ _____	\$ _____
4.15.14.	250,000	\$ _____	\$ _____
4.15.15.	300,000	\$ _____	\$ _____

	Annual Number of Copies (Contract Year 6)	Annual Cost for Maintenance	Cost per Copy for Overage
4.15.16.	200,000	\$ _____	\$ _____
4.15.17.	250,000	\$ _____	\$ _____
4.15.18.	300,000	\$ _____	\$ _____

	Annual Number of Copies (Contract Year 7)	Annual Cost for Maintenance	Cost per Copy for Overage
4.15.19.	200,000	\$ _____	\$ _____
4.15.20.	250,000	\$ _____	\$ _____
4.15.21.	300,000	\$ _____	\$ _____

4.16. **Describe Warranty Features including Length and Features** (Warranty to cover all components acquired at time of purchase)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4.17. **Annual Copy Rating:** \_\_\_\_\_

4.18. **Warm Up Time:** \_\_\_\_\_

4.19. **TRADE-IN INFORMATION** – The County may choose to trade in the following machines. The County is trading the machines “as is” and does not take any responsibility for operating performance. If you wish to assess the equipment, please contact Heather Turner at 573-886-4392. Trade-in will be on a “one to one” ratio for purchases.

4.19.1. \$ \_\_\_\_\_

4.19.2. \$ \_\_\_\_\_

4.20. **STAPLES** – Please provide a fixed price below for staples for each copy machine bid.

Copier #1 \$ \_\_\_\_\_

Copier #2 \$ \_\_\_\_\_

4.21. **Items to Submit Along with Bid Response:**

- Letter confirming bidder is an authorized service representative for machine bid.
- Manufacturer statement verifying training of manager and technician as stated in Section 2.8.5.
- State of Bidder's Qualifications
- Attachment 1

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

4.22.1. Authorized Representative (Sign By Hand):

\_\_\_\_\_

4.22.2. Type or Print Signed Name:

\_\_\_\_\_

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

4.23. 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

4.24. Delivery ARO: \_\_\_\_\_

**STATEMENT OF BIDDER'S QUALIFICATIONS**

(File with Bid Form in separate envelope appropriately designated.)

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

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2. Contracts on hand: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed

3. General type of product sold and manufactured:

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

- (a) Number of contracts on which default was made: \_\_\_\_\_  
(b) Description of defaulted contracts and reason therefore:

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5. List banking references:

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6. Upon request will you within 3 (three) days file a detailed confidential financial statement?

Yes \_\_\_\_\_

No \_\_\_\_\_

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

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

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

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

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

**ATTACHMENT 1**  
**VENDOR INFORMATION**

**Bidders are requested to provide the following information**

1. List all service center locations that will service Boone County equipment.

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2. Indicate the number of service representatives that are trained on the equipment proposed and will be responding to the service calls.

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3. Describe the technical training of the service representatives. (i.e. factory school trained, factory audio-visual trained, dealer trained, etc.).

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4. State the years of experience of each service representative who will respond to service calls.

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5. Describe the procedures to be used to contact service personnel.

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6. Please list three public entities with contact name and telephone numbers for whom you have provided similar equipment.

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## Standard Terms and Conditions

**Boone County Purchasing**

601 E. Walnut, Room 209

Columbia, MO 65201

**Heather Turner, Buyer**

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

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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: 10-02MAR06**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

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



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the 30<sup>th</sup> day of May 20 06

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

Now on this day the County Commission of the County of Boone does hereby award Bid 32-04MAY06 Asphalt Overlay and Roadway Drainage Improvements to Christensen Construction. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 30<sup>th</sup> day of May, 2006.

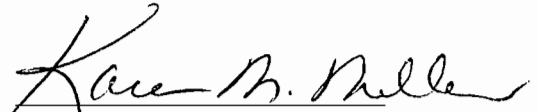


Keith Schnarre  
Presiding Commissioner

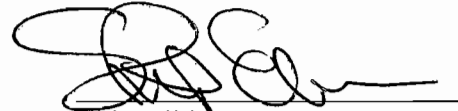
ATTEST:



Wendy S. Noren  
Clerk of the County Commission



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

**CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Christensen Construction** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

**BID NUMBER 32-04MAY06  
Asphalt Overlay and Roadway Drainage Improvements  
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes all Base Bids in the amount of \$730,482.00 minus the Chip and Seal portion of Creasy Springs Road (\$10,289.28), and all Alternates in the amount of \$18,341.00 for a total contract amount of \$738,533.72.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

1. Notice to Bidders
2. Bid Response
3. Statement of Bidders Qualifications
4. Instructions to Bidders
5. Bid Form
6. Anti-Collusion Statement
7. Signature and Identity of Bidder
8. Bidders Acknowledgment
9. Insurance Requirements
10. Contract Conditions
11. Contract Agreement
12. Performance Bond
13. Labor & Material Payment Bond
14. General Specifications
15. Technical Specifications
16. Special Provisions/Project Notes
17. Affidavit—Prevailing Wage
18. State Wage Rates-Annual Wage Order No. 12
19. Boone County Standard Terms and Conditions
20. Plan Sheets-Bethel Church Road
21. Plan Sheets-Wagon Trail Road
22. Plan Sheets-N. Mt. Pleasant Road
23. Plan Sheets-Mt. Hope Road
24. Plan Sheets-Old Highway 63 South
25. Plan Sheets-Clays Fork Road
26. Plan Sheets-Gillespie Bridge Road
27. Details

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount:

**Seven Hundred Thirty Eight Thousand Five Hundred Thirty Three Dollars and Seventy Two Cents (\$738,533.72)**

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on \_\_\_\_\_ at Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI  
By:   
Keith Schnarre, Presiding Commissioner

ATTEST:

  
Wendy Nore, County Clerk

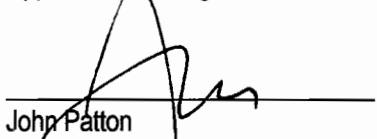
CONTRACTOR: **Christensen Construction**

By:   
Authorized Representative Signature

By: Kenny Knipp  
Authorized Representative Printed Name

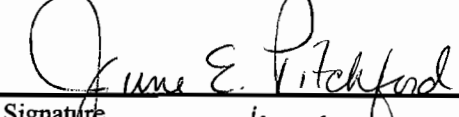
Title: BUSINESS MANAGER

Approved as to Legal Form:

  
John Patton  
Boone County Counselor

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 a measurable county obligation at this time.)

  
Signature by eg

5/25/06  
Date

2040/71100 - \$738,533.72

Appropriation Account

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID W3  
CHRIS-4

DATE (MM/DD/YYYY)  
06/02/06

<b>PRODUCER</b> Naught-Naught/Columbia 3 S. Providence Columbia MO 65203 Phone: 573-874-3102 Fax: 866-779-8102		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Christensen Construction Co. Tom Christensen P.O. Box 159 Kingdom City MO 65262		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: <b>Hawkeye-Security Insurance</b>	36919
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

## COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Blnt Addl Insrds</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CBP9739303	05/15/06	05/15/07	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 15,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						Emp Ben.	1mil/3mil
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA9729696	05/15/06	05/15/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	CU9734909	05/15/06	05/15/07	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC9732601	05/15/06	05/15/07	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 500000
						E.L. DISEASE - EA EMPLOYEE	\$ 500000
						E.L. DISEASE - POLICY LIMIT	\$ 500000
		OTHER					

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: Asphalt Overlay and Roadway Drainage Improvements Creasy Springs Road; Project # 32-04May06; Boone County, Missouri, is named as additional insured with respect to this specific project. See addendum for Indemnity Agreement Clause.

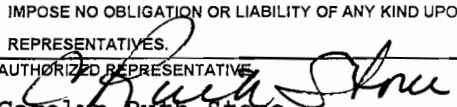
### CERTIFICATE HOLDER

BOONECT

Boone County Missouri  
601 East Walnut, 2nd Floor  
Columbia MO 65201

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
  
 Carolyn Ruth Stone

**NOTE PAD:**HOLDER CODE BOONECT  
INSURED'S NAME Christensen Construction Co.CHRIS-4  
OP ID W3PAGE 2  
DATE 06/02/06

Boone County Missouri  
Asphalt Overlay and Roadway Drainage Improvements, Creasy Springs Road  
ject

To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County of Boone, its directors, officers, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of anyone directly or indirectly employed by contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless or defend the County of Boone from its own negligence.

**PERFORMANCE BOND**

S337299

KNOW ALL PERSONS BY THESE PRESENTS, that we,  
Christensen Construction Co

P O Box 159, Kingdom City, MO 65262

as Principal, hereinafter called Contractor, and  
Employers Mutual Casualty Company

a Corporation, organized under the laws of the State of Iowa  
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,  
are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called  
Owner, in the amount of \$738,533.72 -----Dollars,  
for the payment whereof Contractor and Surety bind themselves, their heirs, executors,  
administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated 05.25.2006 entered into a  
Contract with Owner for:

**BID NUMBER 32-04MAY06  
Asphalt Overlay and Roadway Drainage Improvements  
BOONE COUNTY, MISSOURI**

in accordance with specifications prepared by the County of Boone Purchasing Department,  
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor  
shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing  
hourly wages and comply with all prevailing wage requirements as provided by such Contract and  
applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this  
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the  
Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the  
default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

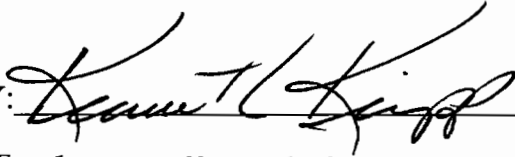
Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.


IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, Missouri, on this 25th day of May, 2006.

Christensen Construction Company  
(Contractor)

(SEAL)

BY:   
Employers Mutual Casualty Company  
(Surety Company)

(SEAL)

BY:   
(Attorney-In-Fact)

BY:   
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)



**LABOR AND MATERIAL PAYMENT BOND**

S337299

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_  
Christensen Construction Company \_\_\_\_\_,  
as Principal, hereinafter called Contractor, and \_\_\_\_\_  
Employers Mutual Casualty Company \_\_\_\_\_

a corporation organized under the laws of the State of Iowa \_\_\_\_\_, and  
authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are  
held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner,  
for the use and benefit of claimants as herein below defined, in the amount of

\$738,533.72 -----DOLLARS

(\$ 738,533.72 ), for the payment whereof Contractor and Surety bind themselves,  
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by  
these presents:

WHEREAS, Contractor has by written agreement dated 05.25.2006 entered  
into a contract with Owner for

**BID NUMBER 32-04MAY06  
Asphalt Overlay and Roadway Drainage Improvements  
BOONE COUNTY, MISSOURI**

in accordance with specifications prepared by the County of Boone which contract is by reference  
made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor  
shall promptly make payments to all claimants as hereinafter defined, for all labor and material  
used or reasonably required for use in the performance of the Contract, then this obligation shall  
be void; otherwise, it shall remain in full force and effect, subject, however, to the following  
conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, Missouri on this 25th day of May 2006

CONTRACTOR Christensen Construction Co (SEAL)

BY: [Signature]

SURETY COMPANY Employers Mutual Casualty Co

BY: [Signature]  
(Attorney-In-Fact)

BY: [Signature]  
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

# EMC Insurance Companies

No. 657353

P.O. Box 712 • Des Moines, IA 50303-0712

## CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

...NOW ALL MEN BY THESE PRESENTS, that:

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

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

THOMAS S. NAUGHT, HARRY NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, WILMA KEISER, TIMOTHY P. EASTIN, RICHARD NAUGHT, STEVE NAUGHT, BETH NATIONS, INDIVIDUALLY, JEFFERSON CITY, MISSOURI .....

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

IN AN AMOUNT NOT EXCEEDING TEN MILLION DOLLARS ..... (\$10,000,000.00)

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

The authority hereby granted shall expire April 1, 2008 unless sooner revoked.

### AUTHORITY FOR POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 21st day of March, 2005

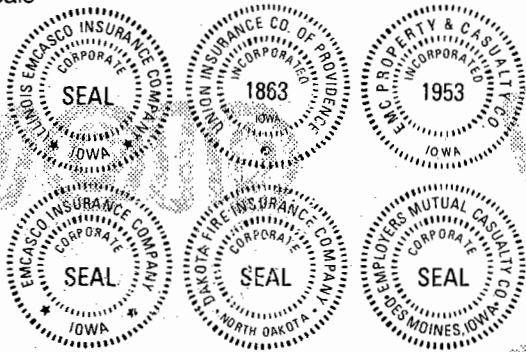
*Bruce G. Kelley*

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

*Jeffrey S. Birdsley*

Jeffrey S. Birdsley Assistant Secretary

Seals



On this 21st day of March AD 2005 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Jeffrey S. Birdsley, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Jeffrey S. Birdsley, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of each of the Companies. My Commission Expires September 30, 2006.

*Ruta Krumins*

Notary Public in and for the State of Iowa

**RUTA KRUMINS**  
Commission Number 176255  
My Comm. Exp. Sept. 30, 2006

### CERTIFICATE

I, David L. Hixenbaugh, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on March 21, 2005

on behalf of Thomas S. Naught, Harry Naught, Teresa Stephenson, Sarah Naught-Bargfrede, Wilma Keiser, are true and correct and are still in full force and effect. Timothy P. Eastin, Richard Naught, Steve Naught, Beth Nations

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 25th day of May, 2006

*David L. Hixenbaugh*

Vice-President

EMC INSURANCE COMPANIES

Employers Mutual Casualty Company, Des Moines

EMCASCÓ Insurance Company, Des Moines

Union Insurance Co. of Providence, Providence

American Liberty Insurance Co., Birmingham

Employers Modern Life Company, Des Moines

Dakota Fire Insurance Company, Bismark

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PROPERTY & CASUALTY INSURANCE  
LIFE INSURANCE  
BONDS

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HAVE QUESTIONS REGARDING YOUR BOND?

PLEASE DIRECT INQUIRIES TO YOUR PROFESSIONAL  
INDEPENDENT INSURANCE AGENT

IF UNABLE TO CONTACT YOUR AGENT, YOU MAY CONTACT

EMC Insurance Companies  
P.O. Box 8550  
Kansas City, MO 64114-0550  
Telephone (816) 942-0004  
Fax: (816) 943-1352

**SECTION IV**

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

**SECTION V**

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Signature: Firm CHRISTENSON CONSTRUCTION COMPANY  
By [Signature]  
Title BUSINESS MANAGER  
Address P.O. Box 159 KINGDOM CITY, MO 65262  
Phone 573-814-3308  
Date MAY 4, 2006

## BID FORM – PAGE 1

### 2006 Asphalt Overlay & Roadway Drainage Improvements

*All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.*

### BETHEL CHURCH ROAD BID

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization	LS	1	\$ 500.00	\$ 500.00
Traffic Control	LS	1	\$ 500.00	\$ 500.00
Mill Joints	LS	1	\$ 200.00	\$ 200.00
Dig Out Repair	SY	67	\$ 78.00	\$ 5226.00
Additional Depth - Dig Out Repair	CY	2	\$ 100.00	\$ 200.00
Type 1 Roll Stone	TON	20	\$ 30.00	\$ 600.00
1 1/2" Overlay - Surface Mix	TON	165	\$ 84.00	\$ 13860.00
Overlay Wedge - Surface Mix	TON	40	\$ 84.00	\$ 3360.00
<b>Bethel Church Road Bid Total =</b>				<b>\$24,446.00</b>

### WAGON TRAIL ROAD BID

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization	LS	1	\$ 550.00	\$ 550.00
Traffic Control	LS	1	\$ 500.00	\$ 500.00
Removals - (Includes Mill Joints)	LS	1	\$ 500.00	\$ 500.00
24" CMP (Poly) (w/ Mitred Ends)	LF	32	\$ 80.00	\$ 2560.00
Pipe Replacement Patch	SY	15	\$ 96.00	\$ 1440.00
Dig Out Repair	SY	300	\$ 68.00	\$ 20400.00
Additional Depth - Dig Out Repair	CY	2	\$ 90.00	\$ 180.00
Type 1 Roll Stone	TON	36	\$ 30.00	\$ 1080.00
1 1/2" Overlay - Surface Mix	TON	432	\$ 54.00	\$ 23328.00
Overlay Wedge - Surface Mix	TON	100	\$ 54.00	\$ 5400.00
<b>Wagon Trail Road Bid Total =</b>				<b>\$55,938.00</b>

**BID FORM - PAGE 2 (REVISED)**

**2006 Asphalt Overlay & Roadway Drainage Improvements**

*All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.*

**CREASY SPRINGS ROAD BID**

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization	LS	1	\$ 3,000.00	\$ 3,000.00
Traffic Control	LS	1	\$ 1,000.00	\$ 1,000.00
Removals - (Includes Mill Joints)	LS	1	\$ 12,000.00	\$ 12,000.00
15" CMP (Zinc)	LF	416	\$ 25.00	\$ 10,400.00
18" CMP (Zinc)	LF	40	\$ 30.00	\$ 1,200.00
30" CMP (Zinc)	LF	50	\$ 60.00	\$ 3,000.00
Dig Out Repair	SY	190	\$ 90.00	\$ 17,100.00
Additional Depth - Dig Out Repair	CY	2	\$ 90.00	\$ 180.00
Type 1 Roll Stone	TON	90	\$ 30.00	\$ 2,700.00
Type 2 Base Rock	TON	15	\$ 30.00	\$ 450.00
1 1/2" Overlay - Surface Mix (south of Bridge & @ Brown School Intersection)	TON	775	\$ 54.00	\$ 41,850.00
4" Bit. Base (Includes Prime)	TON	72	\$ 90.00	\$ 6,480.00
Chip & Seal - Bridge North to Brown School	SY	7456	\$ 1.38	\$ 10,289.28
Ditching	LF	2960	\$ 20.00	\$ 59,200.00
Erosion Control Blanket - Light Weight	SY	170	\$ 10.00	\$ 1,700.00
Erosion Control Blanket - Heavy Weight	SY	420	\$ 15.00	\$ 6,300.00
Restoration (Lime, Fertilizer, Seed & Type 3 Mulch)	AC	0.6	\$ 10,000.00	\$ 6,000.00
Rip Rap - Ditch Liner	CY	230	\$ 50.00	\$ 11,500.00
<b>Creasy Springs Road Bid Total =</b>				<b>\$ 194,349.28</b>

**NORTH MT. PLEASANT ROAD BID**

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization	LS	1	\$ 1,000.00	\$ 1,000.00
Traffic Control	LS	1	\$ 400.00	\$ 400.00
Mill Joints	LS	1	\$ 400.00	\$ 400.00
Dig Out Repair	SY	365	\$ 56.00	\$ 20,440.00
Additional Depth - Dig Out Repair	CY	2	\$ 90.00	\$ 180.00
Type 1 Roll Stone	TON	10	\$ 30.00	\$ 300.00
2" Overlay - Surface Mix	TON	1333	\$ 54.60	\$ 72,781.80
4" Bit. Base (Includes Prime)	TON	10	\$ 90.00	\$ 900.00
<b>North Mt. Pleasant Road Bid Total =</b>				<b>\$ 96,401.80</b>

## BID FORM – PAGE 2

### 2006 Asphalt Overlay & Roadway Drainage Improvements

*All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.*

#### CREASY SPRINGS ROAD BID

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization	LS	1	\$	\$
Traffic Control	LS	1	\$	\$
Removals - (Includes Mill Joints)	LS	1	\$	\$
15" CMP (Zinc)	LF	6	\$	\$
18" CMP (Zinc)	LF	40	\$	\$
30" CMP (Zinc)	LF	50	\$	\$
Dig Out Repair	SY	190	\$	\$
Additional Depth - Dig Out Repair	CY	2	\$	\$
Type 1 Roll Stone	TON	90	\$	\$
Type 2 Base Rock	TON	75	\$	\$
1 1/2" Overlay - Surface Mix (south of Bridge & @ Brown School Intersection)	TON	775	\$	\$
4" Bit. Base (Includes Prime)	TON	72	\$	\$
Chip & Seal - Bridge North to Brown School	SY	7456	\$	\$
Ditching	LF	2960	\$	\$
Erosion Control Blanket - Light Weight	SY	170	\$	\$
Erosion Control Blanket - Heavy Weight	SY	420	\$	\$
Restoration (Lime, Fertilizer, Seed & Type 3 Mulch)	AC	0.6	\$	\$
Rip Rap - Ditch Liner	CY	230	\$	\$
<b>Creasy Springs Road Bid Total =</b>				<b>\$</b>

SEE ADDENDUM #2

#### NORTH MT. PLEASANT ROAD BID

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization	LS	1	\$	\$
Traffic Control	LS	1	\$	\$
Mill Joints	LS	1	\$	\$
Dig Out Repair	SY	365	\$	\$
Additional Depth - Dig Out Repair	CY	2	\$	\$
Type 1 Roll Stone	TON	10	\$	\$
2" Overlay - Surface Mix	TON	1333	\$	\$
4" Bit. Base (Includes Prime)	TON	10	\$	\$
<b>North Mt. Pleasant Road Bid Total =</b>				<b>\$</b>



## BID FORM – PAGE 3

### 2006 Asphalt Overlay & Roadway Drainage Improvements

*All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.*

#### NORTH MT. PLEASANT ROAD / MoDOT ROW ADD ALTERNATE BID

Description	Unit	Qty.	Unit Price	Extended Total
2" Overlay – Surface Mix	TON	12	\$ 60.00	\$ 720.00
<b>N. Mt. Pleasant Road / MoDot ROW ADD Alternate Bid Total =</b>				<b>\$ 720.00</b>

#### MT. HOPE ROAD BID

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization	LS	1	\$ 1,500.00	\$ 1,500.00
Traffic Control	LS	1	\$ 1,700.00	\$ 1,700.00
Mill Joints	LS	1	\$ 900.00	\$ 900.00
Dig Out Repair	SY	475	\$ 50.00	\$ 23,750.00
Additional Depth - Dig Out Repair	CY	2	\$ 90.00	\$ 180.00
1 1/2" Overlay - Surface Mix	TON	2550	\$ 46.00	\$ 117,300.00
Overlay Wedge - Surface Mix	TON	35	\$ 46.00	\$ 1,610.00
<b>Mt. Hope Road Bid Total =</b>				<b>\$ 146,940.00</b>

#### MT. HOPE ROAD / MoDOT ROW (X 2) ADD ALTERNATE BID

Description	Unit	Qty.	Unit Price	Extended Total
1 1/2" Overlay - Surface Mix	TON	50	\$ 50.00	\$ 2,500.00
<b>Mt. Hope / MoDot ROW ADD Alternate Bid Total =</b>				<b>\$ 2,500.00</b>

## BID FORM – PAGE 4

### 2006 Asphalt Overlay & Roadway Drainage Improvements –

*All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.*

#### OLD HIGHWAY 63 SOUTH ROAD BID

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization	LS	1	\$ 600.00	\$ 600.00
Traffic Control	LS	1	\$ 500.00	\$ 500.00
Mill Joints	LS	1	\$ 200.00	\$ 200.00
18" CMP (Poly) (w/ Mitred Ends)	LF	50	\$ 80.00	\$ 4000.00
Pipe Replacement Patch	SY	13	\$ 96.00	\$ 1248.00
1 1/2" Overlay - Surface Mix	TON	830	\$ 53.47	\$ 44380.10
4" Bit. Base (Includes Prime)	TON	60	\$ 90.00	\$ 5400.00
Type 1 Roll Stone	TON	18	\$ 30.00	\$ 540.00
Erosion Control Blanket - Heavy Weight	SY	15	\$ 30.00	\$ 450.00
Restoration (Lime, Fertilizer, Seed & Type 3 Mulch)	LS	1	\$ 1,000.00	\$ 1,000.00
<b>Old Highway 63 South Road Bid Total =</b>				<b>\$ 58,318.10</b>

#### CLAYS FORK ROAD BID

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization	LS	1	\$ 1200.00	\$ 1200.00
Traffic Control	LS	1	\$ 500.00	\$ 500.00
Dig Out Repair	SY	1000	\$ 50.00	\$ 50,000.00
Additional Depth - Dig Out Repair	CY	10	\$ 90.00	\$ 900.00
Type 1 Roll Stone	TON	36	\$ 30.00	\$ 1080.00
2" Overlay - Surface Mix	TON	1330	\$ 49.24	\$ 65,489.20
<b>Clays Fork Road Bid Total =</b>				<b>\$ 119,169.20</b>

## BID FORM – PAGE 5

### 2006 Asphalt Overlay & Roadway Drainage Improvements

*All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.*

#### GILLESPIE BRIDGE ROAD BID

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization	LS	1	\$ 500.00	\$ 500.00
Traffic Control	LS	1	\$ 500.00	\$ 500.00
Mill Shoulders (2" Depth x 8' Wide)	SY	2142	2.11	4519.62
2" Overlay - Surface Mix	TON	490	\$ 60.00	\$ 29,400.00
<b>Gillespie Bridge Road Bid Total =</b>				<b>\$ 34,919.62</b>

#### SCOTT BOULEVARD – SOUTH OF VAWTER ROAD ADD ALTERNATE BID

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization	LS	1	\$ 150.00	\$ 150.00
Traffic Control	LS	1	\$ 500.00	\$ 500.00
Mill (2" Depth x 10' Wide)	SY	522	\$ 6.00	\$ 3132.00
Dig Out Repair - 4" Base rock, 4" Bit Base	SY	112	\$ 32.00	\$ 3584.00
Additional Depth - Dig Out Repair	CY	2	\$ 90.00	\$ 180.00
2" Overlay - Surface Mix	TON	75	\$ 101.00	\$ 7,575.00
<b>Scott Boulevard Bid Total =</b>				<b>\$ 15,121.00</b>

BID FORM – PAGE 6

**BID TOTALS**

Bethel Church Road Bid Total	\$ 24,446.00
Wagon Trail Road Bid Total	\$ 55,938.00
Creasy Springs Road Bid Total	\$ 194,349.28
N. Mt. Pleasant Road Bid Total	\$ 96,401.80
Mt. Hope Road Bid Total	\$ 146,940.00
Old Highway 63 South	\$ 58,318.10
Clays Fork Road Bid Total	\$ 119,169.20
Gillespie Bridge Road Total	\$ 34,919.62
<b>TOTAL OF ALL BASE BIDS</b>	<b>\$ 730,482.00</b>
N. Mt. Pleasant Road / MoDot ROW ADD Alternate Bid Total	\$ 720.00
Mt. Hope Road / MoDot ROW (X 2) ADD Alternate Bid Total	\$ 2,500.00
<del>Gillespie Bridge Road – Scott Boulevard – south to Vawter Rd.</del>	\$
ADD Alternate Bid Total	15,121.00
<b>TOTAL OF ADD ALTERNATE BIDS</b>	<b>\$ 18,341.00</b>

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

<u>DATE</u>	<u>ADDENDUM NUMBER</u>
APRIL 25, 2006	1
MAY 1, 2006	2

COMPANY NAME: CHRISTENSEN CONSTRUCTION COMPANY  
ADDRESS: P.O. Box 159 KINGDOM CITY, MO 65262  
PHONE NUMBER: 573-814-3308  
AUTHORIZED REPRESENTATIVE: James H. King - Business Manager



# EMC Insurance Companies

No. 657325

P.O. Box 712 • Des Moines, IA 50303-0712

## CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

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

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

**THOMAS S. NAUGHT, HARRY NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, WILMA KEISER, TIMOTHY P. EASTIN, RICHARD NAUGHT, STEVE NAUGHT, BETH NATIONS, INDIVIDUALLY, JEFFERSON CITY, MISSOURI**

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

IN AN AMOUNT NOT EXCEEDING TEN MILLION DOLLARS ..... (\$10,000,000.00)

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

The authority hereby granted shall expire April 1, 2008 unless sooner revoked.

### AUTHORITY FOR POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 21st day of March, 2005

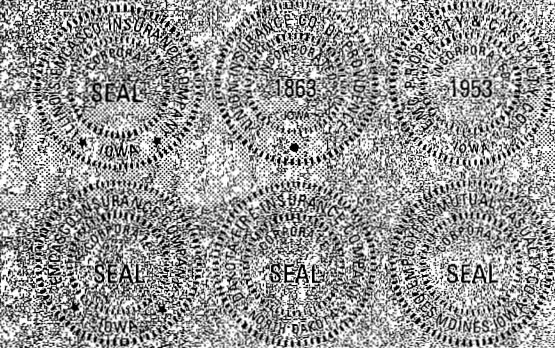
*Bruce G. Kelley*

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

*Jeffrey S. Birdsley*

Jeffrey S. Birdsley, Assistant Secretary

Seals



On this 21st day of March, AD 2005 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Jeffrey S. Birdsley, who being by me duly sworn, did say that they are, and are known to me, to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors, and that the said Bruce G. Kelley and Jeffrey S. Birdsley, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of each of the Companies.  
My Commission Expires September 30, 2006.

*Ruta Krumins*

Notary Public in and for the State of Iowa

### CERTIFICATE

I, David L. Hixenbaugh, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on March 21, 2005 by Thomas S. Naught, Harry Naught, Teresa Stephenson, Sarah Naught-Bargfrede, Wilma Keiser are true and correct and are still in full force and effect. Timothy P. Eastin, Richard Naught, Steve Naught, Beth Nations

In Testimony Whereof, I have subscribed my name and affixed the facsimile seal of each Company this 1st day of May, 2006

*David L. Hixenbaugh*  
Vice President

EMC INSURANCE COMPANIES

Employers Mutual Casualty Company, Des Moines

EMCASCO Insurance Company, Des Moines

Union Insurance Co. of Providence, Providence

American Liberty Insurance Co., Birmingham

Employers Modern Life Company, Des Moines

Dakota Fire Insurance Company, Bismark

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PROPERTY & CASUALTY INSURANCE  
LIFE INSURANCE  
BONDS

---

HAVE QUESTIONS REGARDING YOUR BOND?

PLEASE DIRECT INQUIRIES TO YOUR PROFESSIONAL  
INDEPENDENT INSURANCE AGENT

IF UNABLE TO CONTACT YOUR AGENT, YOU MAY CONTACT

EMC Insurance Companies  
P.O. Box 8550  
Kansas City, MO 64114-0550  
Telephone (816) 942-0004  
Fax: (816) 943-1352



## STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: CHRISTENSEN CONSTRUCTION COMPANY
2. Business Address: P.O. Box 159  
KINGDOM CITY, MO 65262
3. When Organized: 1986
4. When Incorporated: 1992
5. If not incorporated, state type of business and provide your federal tax identification number:  
CORPORATION
6. Number of years engaged in contracting business under present firm name:  
20
7. If you have done business under a different name, please give name and location:  
NA
8. Percent of work done by own staff: 95%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: NO
10. Have you ever defaulted on a contract? NO
11. List of contracts completed within the last four years, including value of each: SEE ATTACHED SHEET A
12. List of projects currently in progress: SEE ATTACHED SHEET B

\* Attach additional sheets as necessary \*

May 2, 2006

Sheet A

**MAJOR PROJECTS COMPLETED IN PAST 5 YEARS**

**Kenworth**

McCown Gordon Construction – Mark Brooks 816-960-1111

\$230,275 Contract Amount

100% Complete

May 2006 – Completion Date

**Elks Lodge**

Strawn Construction – John Strawn 573-445-2890

\$48,987 Contract Amount

100% Complete

May 2006 – Completion Date

**UMC Summer Paving Project**

University of Missouri – Bob Berg 882-9336

\$372,643 Contract Amount

100% Complete

September 2005 – Completion Date

**Sam's Club**

Crane Construction Company – David Crane 816-324-4023

\$354,583 – Contract Amount

100% Complete

August 2005 – Completion Date

**Mexico Track Renovation**

Mexico Public Schools – Glenn Wheeler 581-7126

\$216,736 - Contract Amount

100% Complete

August 2005 – Completion Date

**Broadway Shops**

Coil Construction – Jim Holman 573-874-1444

\$260,000 – Contract Amount

100% Complete

June 2005 – Completion Date

**Mexico Wal-Mart**

Crossland Construction – Darin Barta 620-429-1414

\$741,000 – Contract Amount

100% Complete

May 2005 – Completion Date

**City of Columbia Parks and Recreation**

Asphalt Paving of City Parks Parking Lots

Mike Snyder – 874-7460

\$113,002 – Contract Amount

100% Complete

August 2004 – Completion Date

April 17, 2006

Sheet B

Major Projects In Progress

Woodcrest Chapel

Curtis-Manes-Schulte -- Shawn Schulte 573-392-6553

\$93,159 Contract Amount

30% Complete

June 2006 -- Completion Date

Boone Hospital Parking Garage

River City Construction -- John Sutherland 573-657-7380

\$256,000 Contract Amount

30% Complete

November 2006 -- Completion Date

Vandalia Housing Authority

Peckam & Wright Architects -- Erik Miller 573-449-2683

\$113,300 Contract Amount

40% Complete

June 2006 -- Completion Date

**CONTRACT DOCUMENTS  
BOONE COUNTY, MISSOURI  
BID NO: 32-04MAY06 Asphalt Overlay and Roadway Drainage Improvements**

**ADDENDUM #1  
(Issued April 25, 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:

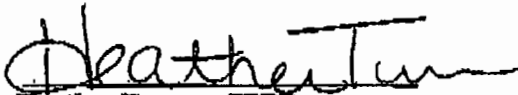
Bidders are reminded that receipt of this addendum must be acknowledged and submitted with the Acknowledgment of Addendum Form (on page 5.7).

Drawings and specifications for the above noted project 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:

**PROJECT REVISIONS / CLARIFICATIONS**

1. **Section 02335 – Dig Out Repair**, PART 3.1 A – See Appendix K for Detail Section. **NOTE**: No Prime Oil will be required for this application.
2. **Section 02739 – Prime / Tack Coats** – Prime coat is not required within the scope of this project. Tack coat is required for all lifts that have been subject to traffic and or dusty conditions.
3. **SPECIAL PROVISIONS / PROJECT NOTES** – Miscellaneous # 5. Driveway approaches – Tonnage for materials required are included in the quantities listed in the Bid Forms.
4. **Bituminous Base** – RAP will not be considered for this bid. Contractor who is awarded project may submit a proposal for Value Engineering, with price reduction, but RAP is not guaranteed to be accepted.
5. **Surface Mix** – RAP will not be considered for this bid.
6. **APPENDIX C – PLAN SHEETS – BETHEL CHURCH ROAD PROJECT** – Overlay shall be 1 ½" compacted depth, not 2" as shown on plan sheets.
7. **APPENDIX D – PLAN SHEETS – WAGON TRAIL ROAD IMPROVEMENT** – Please disregard the sticky note that was inadvertently copied into aerial. End of Bridge Deck is End of Project.
8. **APPENDIX E – PLAN SHEETS – CREASY SPRINGS ROAD IMPROVEMENT** – Overlay shall be 1 ½" compacted depth, not 3" as shown on plan sheets.
9. **APPENDIX F – PLAN SHEETS – N. MT. PLEASANT ROAD IMPROVEMENT / MoDOT ROW** – MoDot ADD ALTERNATE BID – as shown on sheet **(5-Revised)**.
10. **APPENDIX G – PLAN SHEETS – MT. HOPE ROAD IMPROVEMENT** – Overlay shall be 1 ½" compacted depth, not 2" as shown on plan sheets. MoDot ADD ALTERNATE BID as shown on sheet **(15-Revised)**.

- 11. **APPENDIX J - PLAN SHEETS - GILLESPIE BRIDGE ROAD IMPROVEMENT** - Mill depth shall be 2", with replacement of 2" compacted depth of surface mix with 2% cross slope. The 4" depth shown on the plan sheet is not correct. Brooming and tack coat are required for this scope.

By:   
 Heather Turner, CPPB  
 Buyer, Purchasing


BIDDER has examined copy of Addendum #1 to Bid Number 32-04MAY06 Asphalt Overlay and Roadway Drainage Improvements, receipt of which is hereby acknowledged:

Company Name: CHRISTENSEN CONSTRUCTION

Address: P.O. Box 159  
KINGDOM CITY, MO 65262

Phone Number: 814-8308

Fax Number: 814-0403

Authorized Representative Signature: 

Date: 4/25/06





1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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**BOONE COUNTY PUBLIC WORKS**  
 DESIGN AND CONSTRUCTION DEPT.  
 3001 HIGHWAY 13 SOUTH  
 COLUMBIA, MISSOURI 65201-6711  
 PHONE (816) 441-6876  
 FAX (816) 441-3548



**Mount Hope Road  
 Paving Improvements**

**CONTRACT DOCUMENTS  
BOONE COUNTY, MISSOURI  
BID NO: 32-04MAY06 Asphalt Overlay and Roadway Drainage Improvements**

**ADDENDUM #2  
(Issued May 1, 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:

Bidders are reminded that receipt of this addendum must be acknowledged and submitted with the Acknowledgment of Addendum Form (on page 5.7).

Drawings and specifications for the above noted project 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:

**PROJECT REVISIONS / CLARIFICATIONS**

1. **Bid Form-Page 2:** Please use the revised page 2 in submitting your bid for this project. Line Item - 15" cmp (zinc), LF for this line item is 416 LF not the shown 6 LF.

By:   
Heather Turner, CPPB  
Buyer, Purchasing

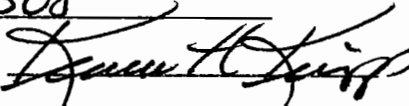
BIDDER has examined copy of Addendum #2 to Bid Number 32-04MAY06 Asphalt Overlay and Roadway Drainage Improvements, receipt of which is hereby acknowledged:

Company Name: CHRISTENSEN CONSTRUCTION

Address: P.O. Box 159  
KINGDOM CITY, MO 65262

Phone Number: 814-3308

Fax Number: 814-0403

Authorized Representative Signature: 

Date: 5/1/06



**BID FORM – PAGE 2 (REVISED)****2006 Asphalt Overlay & Roadway Drainage Improvements**

*All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.*

**CREASY SPRINGS ROAD BID**

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization	LS	1	\$	\$
Traffic Control	LS	1	\$	\$
Removals - (Includes Mill Joints)	LS	1	\$	\$
15" CMP (Zinc)	LF	416	\$	\$
18" CMP (Zinc)	LF	40	\$	\$
30" CMP (Zinc)	LF	50	\$	\$
Dig Out Repair	SY	190	\$	\$
Additional Depth - Dig Out Repair	CY	2	\$	\$
Type 1 Roll Stone	TON	90	\$	\$
Type 2 Base Rock	TON	15	\$	\$
1 1/2" Overlay - Surface Mix (south of Bridge & @ Brown School Intersection)	TON	775	\$	\$
4" Bit. Base (Includes Prime)	TON	72	\$	\$
Chip & Seal - Bridge North to Brown School	SY	7456	\$	\$
Ditching	LF	2960	\$	\$
Erosion Control Blanket - Light Weight	SY	170	\$	\$
Erosion Control Blanket - Heavy Weight	SY	420	\$	\$
Restoration (Lime, Fertilizer, Seed & Type 3 Mulch)	AC	0.6	\$	\$
Rip Rap - Ditch Liner	CY	230	\$	\$
<b>Creasy Springs Road Bid Total =</b>				<b>\$</b>

**NORTH MT. PLEASANT ROAD BID**

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization	LS	1	\$	\$
Traffic Control	LS	1	\$	\$
Mill Joints	LS	1	\$	\$
Dig Out Repair	SY	365	\$	\$
Additional Depth - Dig Out Repair	CY	2	\$	\$
Type 1 Roll Stone	TON	10	\$	\$
2" Overlay - Surface Mix	TON	1333	\$	\$
4" Bit. Base (Includes Prime)	TON	10	\$	\$
<b>North Mt. Pleasant Road Bid Total =</b>				<b>\$</b>

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF CALLAWAY

KENNY KNUFF, being first duly sworn, deposes and

says that he is BUSINESS MANAGER  
(Title of Person Signing)

of CHRISTENSEN CONSTRUCTION COMPANY  
(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By [Signature]

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this 4 day of May, 20 06

Angela S. Hines  
Notary Public

My Commission Expires 11-23-09

ANGELA G. HINES  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Callaway County  
My Commission Expires November 23, 2009  
Commission #05451223

## SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

sole individual       partnership       joint venture  
 corporation, incorporated under laws of the state of MISSOURI

Dated MAY 4, 2006  
Name of individual, all partners, or joint  
venturers:

Address of each:

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doing business under the name of:

Address of principal place of business in  
Missouri:

(If using a fictitious name, show this name above in addition to legal names.)

CHRISTENSEN CONSTRUCTION COMPANY      P.O. Box 159 Kirksland City, MO  
(If a corporation - show its name above)      65261

ATTEST:

[Signature]  
(Secretary)

Business Manager  
(Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

# BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of MISSOURI

County of CALLAWAY

On this 4 day of MAY, 20 06

before me appeared KENNY KRIEP to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

~~(if a sole individual) acknowledged that he executed the same as his free act and deed.~~

~~(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.~~

(if a corporation) that he is the BUSINESS MANAGER  
President or other agent

of CHRISTENSEN CONSTRUCTION; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at Kingdom City, Missouri the day and year first above written.

(SEAL) Angela S. Hines Notary Public

My Commission expires 11-23, 20 09.



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned Term

Term. 20 06

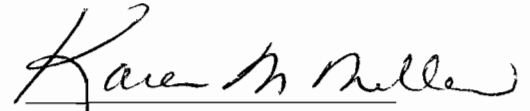
In the County Commission of said county, on the 30<sup>th</sup> day of May 20 06

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 Allstate Consultants, P.C. for the Sunrise Estates-Pavement and Drainage Improvement Project. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.


Done this 30<sup>th</sup> day of May, 2006.

  
Keith Schnarre  
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 30 day of May, 2006, 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: Allstate Consultants, P. C.

Project/Work Description: Sunrise Estates-Pavement and Drainage Improvement Project  
Proposal Description: See attached Proposal dated May 3, 2006 from Michael L Klasing to Matt Vander Tuig.

Modifications to Proposal: Fees and expenses shall not exceed \$ 40,000 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.

**CONSULTANT**

By \_\_\_\_\_  
Title \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
County Attorney

**APPROVED:**

\_\_\_\_\_  
Director, Boone County Public Works

**BOONE COUNTY, MISSOURI**

By Keith Johnson  
Presiding Commissioner

Dated: May 30, 2006

**ATTEST:**

Wendy S. Brown  
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.

Jane E. Pitchford 5/22/06  
Auditor by cg Date

**PROPOSAL FOR ENGINEERING SERVICES**

---

**CLIENT: BOONE COUNTY PUBLIC WORKS**  
**C/o Matthew Vander Tuig, P.E.**  
**Project Engineer**  
**5551 Highway 63 South**  
**Columbia, MO 65201**

**DATE: May 3, 2006**

---

**PROJECT NAME AND LOCATION:**

**Sunrise Estates – Pavement and Drainage Improvement Project**  
**Boone County, MO**

**SCOPE OF SERVICES / FEE FOR SERVICES:**

Allstate Consultants, P.C. proposes to provide surveying services for the above named project at the above listed location. These services will be provided for at our hourly rate as defined in the standard terms and conditions in Addendum A of this contract. An estimate of the time required is attached as Addendum B.

Allstate Consultants will complete all of the work for a not-to-exceed fee of **FORTY THOUSAND DOLLARS (\$40,000.00)**

The anticipated scope and schedule of work will include the following:

See the "Scope and Schedule of Work Addendum" attached hereto and incorporated herein by references as though fully set forth herein.

Reimbursable expenses and other expenses are included in the cost.

**BILLING:**

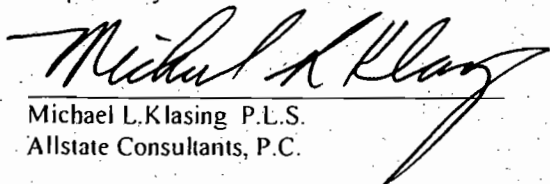
An invoice will be sent at the first of each month reflecting the services performed. Payment is due in 30 days and delinquent in 45 days.

**CONTRACT:**

Acceptance of this proposal will serve as Allstate Consultant's notice to proceed and together with the standard terms and conditions attached hereto and the attached Boone County Public Works RFP, represent the formal contractual agreement.

---

Proposed By:

  
Michael L. Klasing P.L.S.  
Allstate Consultants, P.C.

Accepted By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name / Title

**Boone County Public Works**

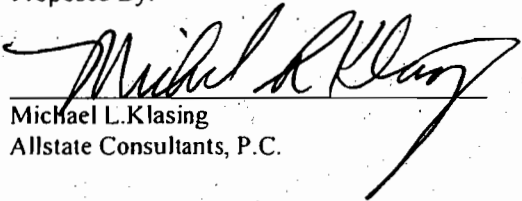
**SCOPE AND SCHEDULE OF WORK ADDENDUM**

This Addendum generally describes the scope and schedule of work to be performed by Allstate Consultants in connection with the **Sunrise Estates – Pavement and Drainage Improvement Project** located in **Boone County, Mo** and this Addendum is incorporated by reference into the attached Proposal for Engineering Services.

The anticipated schedule of work will include the following:

1. The project consists of approximately 6.5 miles of roadways with approximately 470 households within the proposed project limits.
2. We will locate all valves, meters and other surface indicators of subsurface utilities, however all underground utilities not located by the respective utility companies cannot be shown.
3. Landscape areas, heavily wooded areas, lagoons and treatment plants will be outlined only.
4. Size and location of any inlets and culverts requiring excavation will not be shown.
5. Property corners will be located in a number sufficient to properly identify property and plat locations and to facilitate writing easements.
6. Any potholing excavation of utilities will be provided by Boone County Public Works or the individual utility providers.
7. Any specific concrete panel sections that need to be located will be identified by Boone County Public Works.
8. We will make every effort to meet the July 31<sup>st</sup> deadline, however due to the tight time frame adjustments may be needed due to inclement weather.
9. Boone County Public Works will provide Title documents with regards to any additional easements other than what has been dedicated on the recorded plats.
10. Due to the time constraints, we will begin work immediately upon notice to proceed, however we will keep our work within the road right-of-way until after the 5 day notice period.

Proposed By:



Michael L. Klasing  
Allstate Consultants, P.C.

Accepted By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name / Title

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



**ADDENDUM A**  
**STANDARD TERMS AND CONDITIONS**

**Allstate Consultants, P.C. (the Firm)** shall perform the professional services outlined in this agreement for the stated fee agreement. The Firm will perform the services in a timely manner with due and reasonable diligence consistent with sound professional practices. The Firm will perform services under this Agreement in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**Access to Site:** Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities but have not included in the fee the cost of restoration of any resulting damage.

- Fee:**
- A **Fixed fee**, if stated, shall constitute the total compensation due.
  - A **Percentage fee**, if stated, shall be calculated on the basis of the total cost of the work designed and specified by the firm.
  - An **Estimated fee**, if stated, will be calculated on an hourly basis, and the estimate shall not be exceeded by more than twenty percent without written approval of the Client.
  - A **Not-To-Exceed fee**, if stated, will be calculated on an hourly basis, and will not be exceeded without prior written approval of the Client.
  - An **Hourly fee**, if stated, will be based on the actual hours expended on the project and will be calculated on an hourly basis.

**Hourly Rate:** Where the fee is to be calculated on an hourly basis, the rates shall be as follows:

PRINCIPAL ENGINEER/SURVEYOR.....	\$105.00
ENGINEER III.....	\$98.00
ENGINEER II.....	\$88.00
ENGINEER I.....	\$78.00
TECHNICIAN IV/SURVEYOR II.....	\$78.00
TECHNICIAN III.....	\$65.00
SURVEYOR I.....	\$65.00
TECHNICIAN II.....	\$55.00
TECHNICIAN I.....	\$40.00
CREW (2 MEN).....	\$105.00
CREW (3 MEN).....	\$115.00
INVESTIGATOR II.....	\$88.00
SENIOR INVESTIGATOR.....	\$53.00
INVESTIGATOR I.....	\$48.00
GPS RECEIVERS (PER UNIT).....	\$100.00/day
TRAFFIC COUNTERS (PER UNIT).....	\$25.00/day
MILEAGE.....	IRS Rate
ATV (PER UNIT).....	\$100.00/day
EXPENSES (Lodging, Meals, Printing, Research, & etc.).....	Actual Cost

**Reimbursable Expenses:** The Client shall reimburse the Firm to direct expenses incurred during performance of the service, including printing charges, taxes, mileage, public transportation cost, tolls, permit fees, equipment rentals, long distance communication, and other miscellaneous expenses.

**Billing/Payments:** Statements for the Firm's services shall be submitted at the completion of the project. Statements shall be due upon receipt and payable within 30 days after their date. Payments shall not be contingent upon any other payments to the Client by others. If not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of all services. Payments to the Firm shall not be withheld, postponed or made contingent on the construction, completion or success of the project. No withholdings, deductions or offsets shall be made from the Firm's compensation for any reason.

**Indemnification:** The Client shall indemnify and hold harmless the Firm and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the firm), or anyone for whose acts they may be liable.

**Project Responsibilities:** Neither the professional activities of the Firm nor the presence of the employees at a construction site, shall relieve any Contractor or any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Client agrees his Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the Contractor.

**Termination of Services:** The Agreement may be terminated by the Client or the Firm after seven days written notice should the other fail to perform its obligation hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and termination expenses.

**Ownership of Documents:** All documents produced by the Firm under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm. The "original" plat shall be returned to the firm after recording in the Boone County records.

**Applicable Laws:** *Unless otherwise specified, this agreement shall be governed by the laws of the State of Missouri.*

APPENDUM B  
Cost Estimate Worksheet

Job Setup	Principal Eng./Surv.		Engineer III		Surveyor		Technician III		Survey Crew (2P)		Survey Crew	
	Hours	Total @	Hours	Total @	Hours	Total @	Hours	Total @	Hours	Total @	Hours	Total
Topographical Survey/Utility Locates		\$0.00		\$0.00	4	\$312.00	4	\$280.00		\$0.00	0.00	
Legal Description/Surveyor		\$0.00		\$0.00	50	\$3,900.00	30	\$1,950.00	130	\$13,650.00	130.00	\$14
Site Layout		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
Site Grading Plan		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
Site Drainage Plan		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
Landscaping Plan		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
Utility Plans		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
ModOT (Permits)		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
Plan Review		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
City Comments and Revisions		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
<b>TOTALS</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>54</b>	<b>\$4,212.00</b>	<b>34</b>	<b>\$2,210.00</b>	<b>130</b>	<b>\$13,650.00</b>	<b>130</b>	<b>\$14</b>

ITEM	RATE	Principal Eng./Surveyor	Engineer III	Surveyor	Technician III	Survey Crew (2P)	Survey Crew
Principal Engineer/Surveyor	\$105.00 per Hr	Ron Shy					
Engineer III	\$98.00 per Hr	Brian Harrington, Cary Sayre, Chad Sayre, Dave Weber, Jeff McCann					
Engineer II	\$88.00 per Hr	Stephen Lin					
Engineer I	\$78.00 per Hr	Don Fischer, Jamie Jeffries, Jim Craig, Mike Klasing					
Surveyor	\$65.00 per Hr	David Peavler, Jason Kerma, Tom Kelly, Tyler Long					
Technician III	\$55.00 per Hr	Burch Butcher, James Sneller, Tony King					
Technician II	\$40.00 per Hr	Chad Ellicott, Joe Jeffries, Cass Matthews					
Technician I	\$105.00 per Hr						
Crew (2 Person)	\$115.00 per day						
Crew (3 Person)	\$100.00 per day						
GPS Receivers (Per Unit)	\$25.00 per day						
Traffic Counters (Per Unit)	\$0.44						
Mileage	\$2.00 per each						
Copies (24"x36")	110% of Actual Cost						
Expenses (lodging, Meals, Research, & etc.)							



## Sunrise Estates Pavement and Drainage Improvement Project

This RFP consists of a brief description of the project, the scope of engineering services requested, and the required deliverables for the Sunrise Estates Pavement and Drainage Improvement Project.

### 1. Project Description:

Sunrise Estates is a subdivision that has approximately 6.5 miles of roadways, about a third of which are roadways with roll back curb sections with drop inlets and approximately two thirds of which have ditches with cross road and driveway culverts. There are approximately 470 households within the Sunrise Estates proposed project limits. In ditched sections of the subdivision, many culverts need to be replaced because they are exposed or deteriorated. Some ditches within these sections hold water and there are many cases of water ponding in front yards. Those sections that have rolled back curbs don't have enough drop inlets and there are low points in the gutter line which hold water. In those low spots and elsewhere, there is evidence of pavement deterioration. There are three pavement types within Sunrise Estates: asphalt in the ditched sections; and concrete panels in the rolled back curb sections, some of which have asphalt overlay. The utilities will be a very important part of the survey in order to determine how improvements will be made.

In order to establish an appropriate improvement plan to address these issues a detailed survey must be completed. This RFP includes the required details and the deliverables expected for the survey portion of the Sunrise Estates Pavement and Drainage Improvement Project. Boone County Public Works intends on contracting the design work for this project out as well, ideally to the same consultant group that completes the survey work.

### 2. Scope of Engineering Services:

The survey will include:

- A. Location of all utilities including:
  - i. Water lines (mains, services, meters)
  - ii. Electric lines and all appurtenances
  - iii. Sewer (lines, laterals, manholes)
  - iv. Phone (lines, pedestals, services)
  - v. Gas (mains, services, meters)
  - vi. Cable TV

*NOTE: pot hole utilities at critical points (drainage ditch or culverts crossings, existing or potentially proposed storm sewer drop inlets and storm drains, etc.)*

- B. Locations of all lot lines, ROW, utility easements, and drainage easements.



- C. Upstream/downstream inverts of all culverts (both driveways and crossroad), drop inlets, upstream/downstream inverts of storm drains; all with size, type, and length information.
- D. Flow lines of off ROW drainage features such as streams and swales with depth and width information.
- E. Flow lines of drainage ditches with depth and width information.
- F. Locations of streets with the following information:
  - i. Centerline, edge of pavement, gutter line, and back of curb
  - ii. Surface types
  - iii. Intersection radius information
- G. Topo within detailed sections for known drainage problem locations – refer to attached map highlighting these required sections. These detailed sections should be plotted at 1' contours for a better understanding of low-lying drainage problems. The city 2' topography can be used for all other sections for topo to reduce the number of shots required.

### 3. Deliverables for the project:

- A. Two hard copies of the survey plotted with the following information:
  - i. Cover sheet showing the entire subdivision with each plat/block shown and the year each final plat was approved overlaid onto the 2002 Orthophoto.
  - ii. Overall view of subdivision with topography (combination of shots for detailed areas and the city topo and planimetrics), the drainage structures, the drainage features, and all drainage easements with streets shown for reference. This sheet will include 2-C, 2-D, and 2-G listed above.
  - iii. Utility location sheets with utility easements shown and streets shown for reference. These sheets should be 1" = 50' scale or better. The pot hole information will be included as well. These sheets will include all information listed in 2-A above.
  - iv. Plan and Profile sheets of the roadways at 1" = 50' scale or better. The profile portion of these sheets should include centerline of roadway, and gutter line or ditch flow line. Pavement cores will be completed by Boone County Public Works and that information (location, depth, and type) will be included on the

# Boone County



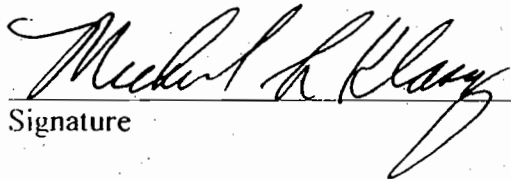
# Public Works

plan portion of these sheets as well. These sheets will include all of sections 2-F and 2-E listed above.

- B. An electronic copy of the AutoCAD file with all surfaces, alignments, profiles, etc/ associated with the dwg file.
- C. Two presentations to present findings during work sessions with commission.
- D. Notification to Boone County Public Works 5 working days before the start of the survey work in order to properly notify residents within Sunrise Estates subdivision.
- E. Coordination with Boone County Public Works for pavement core information to be included on the plan portion of the plan and-profile sheets as listed in section 3-A-iv above.

The above described work will be completed by July 31, 2006.

By signing this Project Requirements worksheet, the engineering professional agrees that he/she has received, reviewed, and understands the project description, the scope of engineering services, and the required deliverables.

  
Signature

5-4-06  
Date

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the 30<sup>th</sup> day of May 20 06

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

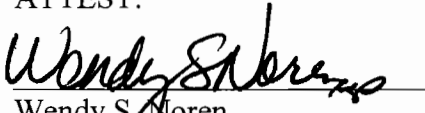
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment.


Department Account/Title	Amount of Increase
2110-83917 Collector Tax Maint	\$13,867.00
1190-03917 Non Departmental Operating Tans. In	\$13,867.00

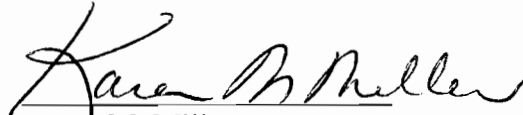
Move excess funds from tax maintenance fund.

Done this 30<sup>th</sup> day of May, 2006.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Keith Schnarre  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the 30<sup>th</sup> day of May 20 06

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 amendment.

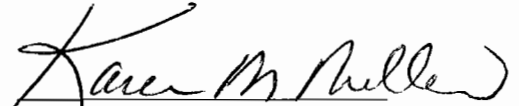
Department Account/Title	Amount of Increase
6020-10100 Workers Comp	\$10,000.00

Pool Position Establishing Worker's Compensation Fund.

Done this 30<sup>th</sup> day of May, 2006.



Keith Schnarre  
Presiding Commissioner

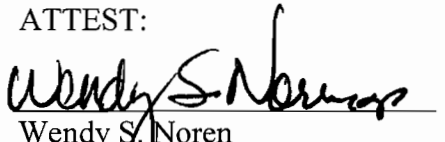


Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

ATTEST:



Wendy S. Noren  
Clerk of the County Commission