

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 07

In the County Commission of said county, on the 10<sup>th</sup> day of May 20 07

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

Now on this day the County Commission of the County of Boone does hereby award Bid 25-19APR07 Parking Lot Surface Improvements to APAC – Missouri, Inc. It is further ordered the Presiding Commissioner be authorized to sign said contract.

Done this 10<sup>th</sup> day of May, 2007.

ATTEST:

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

Kenneth M. Pearson  
Kenneth M. Pearson  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

**PURCHASE AGREEMENT  
FOR  
PARKING LOTS SURFACE IMPROVEMENTS**

THIS AGREEMENT dated the 10 day of May 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and APAC-Missouri, Inc., herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for **Parking Lots Surface Improvements**, County of Boone Request for Bid, bid number **25-19APR07**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Addendum Number One, as well as the Contractor's bid response dated April 17, 2007 and executed by Don Nelson on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Addendum #1, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on the date written above through completion of project. Contractor agrees that work will begin on this project in the middle of June 2007 after receipt of *Notice to Proceed* and work will be completed by the end of August 2007.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform Parking Lots Improvements to the Public Works Lot located at 5551 Highway 63 South, Columbia, MO as identified and responded to in the Contractor's response. Items and/or service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.

**4. Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Maintenance Department, and may only include the prices as identified in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt and acceptance of valid statement; 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.

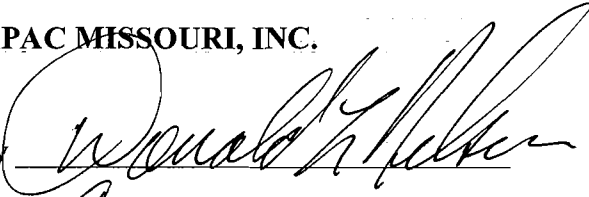
**6. Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality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

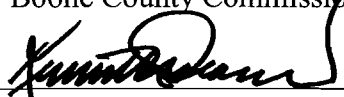
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission, delivery of products and/or service are delayed, or products and/or service delivered are not in conformity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


**APAC MISSOURI, INC.**

by   
 title SENIOR ESTIMATOR  
 address P.O. Box 1117  
Columbin, Mo. 65202

**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

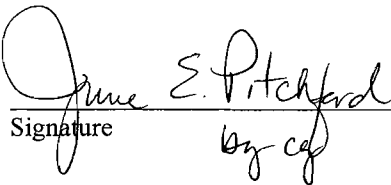
  
 County Counselor

ATTEST:

  
 Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

  
 Signature by cep

5/2/07  
 Date

6100/60100 \$12,155.50

Appropriation Account

4. **Response 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: P.O. 1117 COLUMBIA, MO. 65202  
 4.3. City/Zip: COLUMBIA, MO. 65202  
 4.4. Phone Number: 573-449-0886  
 4.5. Fax Number: 573-449-2980  
 E: Mail Address: DLNELSON@APAC.COM  
 4.6. Federal Tax ID: 61-1320131

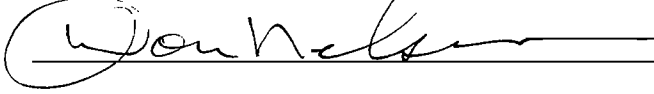
4.6.1.  Corporation  
 Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

4.7. **BID RESPONSE** – Bid prices must include any and all labor, parts, and material required to perform the work described in Section 2 of this bid request. **Note: Quantities are estimated. Payment will be made on actual in place quantities.**

	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Total
4.7.1.	<b>Public Works Lot</b>				
	Mill & Overlay Repair	Square Yards	295	\$ 15 <sup>00</sup>	\$ 4425 <sup>00</sup>
	Surface Seal	Square Yards	5,845	\$ 1 <sup>10</sup>	\$ 6429 <sup>50</sup>
	Parking Blocks	Each	17	\$ 43 <sup>00</sup>	\$ 731 <sup>00</sup>
	Striping	Spaces	57	\$ 10 <sup>00</sup>	\$ 570 <sup>00</sup>
				SUB TOTAL	\$ 12,155 <sup>50</sup>
4.7.2.	<b>Reality House Lot</b>				
	Remove and Replace Asphalt	Square Yards	56	\$ 28 <sup>00</sup>	\$ 1568 <sup>00</sup>
	Additional Asphalt Placement	Square Yards	41	\$ 65 <sup>00</sup>	\$ 2665 <sup>00</sup>
	Mill & Overlay Repair	Square Yards	36	\$ 15 <sup>00</sup>	\$ 540 <sup>00</sup>
	Surface Seal	Square Yards	1,778	\$ 2 <sup>00</sup>	\$ 3556 <sup>00</sup>
	Parking Blocks	Each	13	\$ 40 <sup>00</sup>	\$ 520 <sup>00</sup>
	Striping	Spaces	18	\$ 11 <sup>00</sup>	\$ 198 <sup>00</sup>
	Repaint Curb & Re-stencil	Lump Sum	1	\$ 53 <sup>00</sup>	\$ 53 <sup>00</sup>
	Add Gravel & Re-grade	Lump Sum	1	\$ 132 <sup>00</sup>	\$ 132 <sup>00</sup>
				SUB TOTAL	\$ 9232 <sup>00</sup>
4.7.3.	<b>Grand Total (Subtotals Sum)</b>			<b>GRAND TOTAL</b>	<b>\$ 21,387<sup>50</sup></b>

- 4.8. 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.

Authorized Representative (Sign By Hand):

  
\_\_\_\_\_

Type or Print Signed Name:

DON NELSON

Today's Date:

4-17-07

- 4.9. Work will begin on this project 10 days after receipt of Notice to Proceed.  
4.10. Work will be completed within 45 days after project commences.  
4.11. Bidder must provide three (3) references for services rendered to commercial clients that are similar in size and scope of this project. References should be provided in Exhibit A.

**EXHIBIT A**

**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

**1. Prior Services Performed for:**

Company Name: CITY OF COLUMBIA, MO  
Address: 3

Contact Name:  
Telephone Number: 573-874-7250

Date of Contract: 2006 & 2007  
Length of Contract: 120 days

**Description of Prior Services (include dates):**

**2. Prior Services Performed for: CITY OF FAYETTE, MO**

Company Name: CITY OF FAYETTE  
Address:

Contact Name: EDDIE INNES  
Telephone Number: 660-248-2385

Date of Contract: 2005  
Length of Contract: 30 day

**Description of Prior Services (include dates):**

**3. Prior Services Performed for:**

Company Name: CITY OF BOONVILLE, MO.  
Address: 1200 LOCUST BOONVILLE MO. 65233

Contact Name: M.L. CAUTION  
Telephone Number: 660-882-5257

Date of Contract: 2006.  
Length of Contract: 120 day

**Description of Prior Services (include dates):**

MODOT

**CONTRACT DOCUMENTS  
BOONE COUNTY, MISSOURI  
BID #25-19APR07 Parking Lots Surface Improvements**

**ADDENDUM #1  
(Issued April 13, 2007)**

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: All necessary crack sealing will be performed by the Boone County Public Works Department prior to the start of the project.

2. The bid document has been revised as follows:

Remove section 4.9. in its entirety.

By:



Heather Turner, CPPB  
Senior Buyer

BIDDER has examined copy of Addendum #1 to Request for Bid #25-19APR07 Parking Lots Surface Improvements, receipt of which is hereby acknowledged:

Company Name: APAC-MISSOURI INC

Address: P.O. Box 1117 9

COLUMBIA, MO. 65202

Phone Number: 573-449-0886

Fax Number: 573-449-2980

Authorized Representative Signature: 

Date: 4-18-07

**CONTRACT DOCUMENTS  
BOONE COUNTY, MISSOURI  
BID #25-19APR07 Parking Lots Surface Improvements**


**ADDENDUM #1**  
**(Issued April 13, 2007)**

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: All necessary crack sealing will be performed by the Boone County Public Works Department prior to the start of the project.
2. The bid document has been revised as follows:  
  
Remove section 4.9. in its entirety.

By:   
Heather Turner, CPPB  
Senior Buyer

BIDDER has examined copy of Addendum #1 to Request for Bid #25-19APR07 Parking Lots Surface Improvements, 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, CPPB, Senior Buyer**

(573) 886-4392 – Fax: (573) 886-4390

Email: hturner@boonecountymmo.org

### Bid Data

Bid Number: **25-19APR07**  
Commodity Title: **Parking Lots Surface Improvements**

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

#### Pre-Bid Conference with Site Visits

Day / Date: **Thursday-April 12, 2007**

Time: **10:00 A.M.**

Location: Boone County Public Works Conference Room  
5551 Highway 63 South  
Columbia, MO 65201

#### Bid Submission Address and Deadline – Bid Closing

Day / Date: **THURSDAY, APRIL 19, 2007**

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.

#### Bid Opening

Day / Date: **THURSDAY, APRIL 19, 2007**

Time: **10:30 A.M. C.S.T.**

Location / Address: Boone County Johnson Building Conference Room  
601 E. Walnut, Room 213  
Columbia, MO 65201

#### Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**  
**Standard Terms and Conditions**  
**Exhibit A- Prior Experience**  
**Exhibit B-Site Locations**

**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 or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. Alternates may be chosen in any combination and/or order.
- 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** - Contract resulting from this Bid will have an initial project start date of approximately mid-June 2007 with parking lots surface improvements completed by the end of August 2007.
- 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 AND/OR SERVICES 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 of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Parking Lots Surface Improvements** to various parking lots owned by Boone County – Missouri.
- 2.1.1. **Scope of Services-** The Contractor shall furnish all labor, equipment, and traffic control necessary to complete the following improvements:  
*Base Bid:*  
*Public Works South Facility* – mill and overlay one (1) location of asphalt, surface seal the lot, place concrete parking blocks, and stripe the lot.  
*Reality House* – Remove and replace one (1) location of asphalt, excavate soil and place base rock and asphalt in six (6) locations, mill and overlay in two (2) locations, surface seal the lot, place concrete parking blocks, stripe the lot, and place additional gravel.
- 2.1.2. **Proposed Project Locations: Columbia, Missouri:**  
 Reality House – 1900 East Prathersville Road, Public Works – 5551 Highway 63 South
- 2.1.3. **Contract Documents** – The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidder(s) 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.
- 2.1.4. **Project Schedule-** Work to remove or mill and replace or add asphalt in both locations may be done during weekday business hours. Sealing and striping of all lots may be done weekday evenings after 5:30 p.m. to sundown or may be done on Saturday or Sunday during daylight hours. If work requires more than one weekend to complete, it should be scheduled consecutively. No excavated areas shall remain open during weekday business hours. It is the Contractor’s responsibility to notify the County Facilities Maintenance Manager within 24 hours of starting the work. A project schedule depicting the progression of work must be submitted for the County’s approval. Work should begin around mid-June and parking lots surface improvements project should be complete by the end of August 2007.
- 2.1.5. **PRE-BID CONFERENCE** – A pre-bid conference is scheduled for Thursday, April 12, 2007 at 10:00 a.m. at the Boone County Public Works Building at 5551 Highway 63 South. Upon completion of the pre-bid conference, a site tour will be conducted.
- 2.1.5.1. All potential bidders are encouraged to attend this conference in order to ask questions and provide comments on the Request for Bid. Attendance is not mandatory to submit a response; however, bidders are encouraged to attend since information relating to this RFB will be discussed in detail. Bidders should bring a copy of the RFB since it will be used as the agenda for the pre-bid conference.
- 2.1.5.2. Bidders are strongly encouraged to advise the Purchasing Department of Boone County within five (5) days of the scheduled pre-bid conference/site visit of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.
- 2.2. **TECHNICAL REQUIREMENTS**
- 2.2.1. **Asphalt Remove and Replace Repairs– See attached drawings**  
 Base Bid:  
 Reality House – 56 square yards (1 locations)
1. Cut the outline of the patch with a pavement saw, pneumatic hammer, or similar device extending at least one (1) foot outside the distress area or as marked.
  2. Excavate pavement and as much sub-grade as necessary to reach a firm support (4” minimum).
  3. Trim, remove loose material, and compact the sub-grade.
  4. Apply a tack coat to the vertical faces of the excavation. Use SS-1, SS-1h, CSS-1, CSS-1h, or CRS-1h asphalt emulsions (MoDOT Section 407 Standard Specifications) as recommended by the manufacturer.

5. Backfill the prepared excavation with commercial grade asphalt mix (BP-2) shoveled directly from the truck. Place asphalt against the edges of the excavation first and then work to the center. Spread the asphalt mixture carefully to avoid segregation of materials. The patch shall be placed and compacted in two lifts (2-1/2" first lift and 1-1/2" second lift.) The amount of mixture should allow the patch to be level with the pavement after compaction of the second lift (the patch should not be depressed or humped). The patch should be laid and compacted before the mix temperature drops below 185 degrees Fahrenheit.
6. Compact each lift of the patch thoroughly with a vibratory plate compactor or vibratory roller.
7. Check the vertical alignment and smoothness of the patch with a straightedge or string line. Repair any deficiencies.

**2.2.2. Additional Asphalt Placement Repairs– See attached drawings**

Base Bid:

Reality House – 35 square yards (5 locations)

1. Excavate soil to a depth of eight (8) inches.
2. Place four (4) inches of compacted rolled stone.
3. Apply a tack coat to the vertical faces of the excavation. Use SS-1, SS-1h, CSS-1, CSS-1h, or CRS-1h asphalt emulsions (MoDOT Section 407 Standard Specifications) as recommended by the manufacturer.
4. Backfill the prepared excavation with commercial grade asphalt mix (BP-2) shoveled directly from the truck. Place asphalt against the edges of the excavation first and then work to the center. Spread the asphalt mixture carefully to avoid segregation of materials. The patch shall be placed and compacted in two lifts (2-1/2" first lift and 1-1/2" second lift.) The amount of mixture should allow the patch to be level with the pavement after compaction of the second lift (the patch should not be depressed or humped). The patch should be laid and compacted before the mix temperature drops below 185 degrees Fahrenheit.
5. Compact each lift of the patch thoroughly with a vibratory plate compactor or vibratory roller.
6. Check the vertical alignment and smoothness of the patch with a straightedge or string line. Repair any deficiencies.
7. Restore soil to pavement edge, rake smooth, seed & straw.

**2.2.3. Mill and Overlay Repairs– See attached drawings**

Base Bid:

Public Works – 294 square yards (1 location)

Reality House – 36 square yards (1 location)

1. Mill areas shown to a depth of 2" using a skid steer attachment
2. Clean the surface and apply tack coat. Use SS-1, SS-1h, CSS-1, CSS-1h, or CRS-1h asphalt emulsions (MoDOT Section 407 Standard Specifications) as recommended by the manufacturer.
3. Backfill the prepared excavation with commercial grade asphalt mix (BP-2) shoveled directly from the truck. (A small paving machine may be used if preferred.) Place asphalt against the edges of the excavation (if applicable) first and then work to the center. Spread the asphalt mixture carefully to avoid segregation of materials. The patch shall be placed and compacted in two lifts where the total thickness is greater than 2-1/2 inches (2-1/2" first lift and 1-1/2" second lift.) The amount of mixture should allow the patch to be level with the pavement after compaction of the second lift (the patch should not be depressed or humped). The patch should be laid and compacted before the mix temperature drops below 185 degrees Fahrenheit.
4. Compact each lift of the patch thoroughly with a vibratory plate compactor or vibratory roller.
5. Check the vertical alignment and smoothness of the patch with a straightedge or string line. Repair any deficiencies.

**2.2.4. Surface Seal Coat – See attached drawings**

Base Bid:

Public Works – 5845 square yards

Reality House – 1778 square yards

1. Clean the lot of loose material in order to allow the surface seal to adhere to the pavement.

2. Surface seal coat the parking lots with commercial asphalt sealer (coal tar based). Apply two coats with sand as recommended by the manufacture using the squeegee method of application or spray method with a coverage rate of 0.2 gallons per square yard minimum.
3. Use precautions to prevent the surface seal coat from flowing out of the lots and into the surrounding drainage system.
4. Place the surface seal coat such that it is allowed to cure prior to opening the lot at sunrise Monday morning.

**2.2.5. Striping – See attached drawings**

Base Bid:

Public Works – 57 parking spaces

Reality House – 18 parking spaces

1. Stripe all parking spaces for each lot as indicated on the drawings
2. Mark general parking spaces with industry standard yellow parking lot paint.
3. Mark handicap parking spaces with industry standard blue parking lot paint. Paint the international blue insignia on the inside of the handicap parking spaces. Paint parking block blue.
4. The striping shall match the existing stripping prior to surface sealing except as shown on the drawing. Use a straight edge when completing the striping.
5. Repaint curb (approx 75') and re-stencil "No Parking"

**2.2.6. Parking Blocks**

Base Bid:

Public Works – 17 blocks

Reality House – 13 blocks

1. Furnish and install new or replacement concrete parking blocks.
2. Inspect all existing parking blocks and re-secure any that are loose. (incidental work)

**2.2.7. Gravel Re-grading**

Base Bid:

Reality House – 1 area approximately 340 square feet

1. Add two (2) inch layer of surface rock and grade smooth
2. Clean up gravel from asphalt surfaces

**2.3. CONTRACTOR RESPONSIBILITIES**

- 2.3.1. The Contractor shall be responsible for the removal and lawful disposal of all excess materials, and costs for said services shall be included in the bid price.
- 2.3.2. The Contractor shall complete all required utility locations prior to commencement of work.
- 2.3.3. The Contractor shall be responsible for accurately measuring the quantity of material required for the entire project. Quantities are estimated. The County does not guarantee minimum order quantities. The County reserves the right to increase or decrease quantities as requirements dictate. Payment is based on actual field measurements.
- 2.3.4. The Contractor shall comply with all Federal, State and Local laws, ordinances, rules, and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Contractor will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules, and regulations.
- 2.3.5. The Contractor shall be required to schedule project inspections with the Facility Maintenance Manager.
- 2.3.6. The Contractor shall provide all material safety data sheets prior to use of any hazardous material on the site.
- 2.3.7. The Contractor shall be responsible for the demolition and removal of any existing materials in the work area.
- 2.3.8. The Contractor shall be responsible for removing and replacing damaged surface during the project at no additional expense to the County.
- 2.3.9. The Contractor shall be required to remove all waste and debris and the site will be left clean at the end of each workday.
- 2.3.10. The Contractor shall be required to provide appropriate warning signs and barricades during the project to insure public safety.

- 2.3.11. The Contractor shall provide new material of high quality that shall give long life. The workmanship shall be of high quality in every detail.
- 2.4. **WARRANTY** –The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship, or equipment which, in the judgment of the County, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten days after receiving written notice that such repairs or replacements are necessary. If the Contractor should neglect to begin such repairs or replacements within this period or in case of emergency, where, in the judgment of the County, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County charged to the Contractor.
- 2.5. **PREVAILING WAGE** - Prevailing hourly rate of wages is not required for this project.
- 2.6. **DESIGNEE** – Boone County Facilities Maintenance, Bob Davidson, Manager, 601 E. Walnut, Room 206, Columbia, Missouri 65201. Phone: (573) 886-4400.
- 2.6.1. **Bid Clarification/Contact** – Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Melinda Bobbitt, CPPB, Director of Purchasing, 601 E. Walnut Street, Columbia, MO 65201. Phone: (573) 886-4391 Fax: (573) 886-4390 E-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org).
- 2.7. **BILLING AND PAYMENT** – Payment will be made after the work has been completed and an invoice has been received. The contractor must submit an invoice and charges must only include prices listed in the contractor’s bid response. Any additional costs associated with this project must be approved through the appropriate Change Order mechanism approved by the Boone County Commission. No additional fees or taxes shall be included as additional charges. The County agrees to pay the Monthly Statement within 30 days of receipt of a valid statement. Invoices/Monthly Statements should be submitted to Boone County Facility Maintenance at the above address.
- 2.8. **INSURANCE REQUIREMENTS**
- 2.8.1. **Contractor Insurance**- 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, which must carry an A-6 or better rating as listed in the A.M. Best or Equivalent Rating Guide.
- 2.8.2. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this Contract, Employee’s Liability and Worker’s Compensation Insurance for all of their employees employed at the site of work. 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 Employee’s Liability Insurance for the protections of their employees not otherwise protected.
- 2.8.3. **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 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.
- 2.8.4. **Automobile Public Liability and Property** – The Contractor shall maintain during the life of this Contract, automobile public liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence and not less than \$150,000.00 per individual. Said insurance shall cover both bodily injury, including accidental death and property damage, to protect Contractor 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.

- 2.8.5. **Owner's Contingent or Protective Liability and Property Damage** - The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance, 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. It is preferred that this policy includes a provision for alleged assault and battery. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Should any work be subcontracted, these limits will also apply.
- 2.8.6. **Insurance Certifications** - The Contractor shall furnish the County with Certificate(s) of Insurance, which name the County as additional insured in an amount as required in this Contract and requiring a 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 work.
- 2.9. **INDEMNITY AGREEMENT** - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend the County, its directors, 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.
- 2.10. **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 subcontractors 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.

Fax: 573-443-3986  
e-mail: dhmeyer@gocolumbiamo.com

**\*\* Virus scanned by City of Columbia MO Spam/Virus Firewall \*\***

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**Commissioners Letter.doc**

Content-Type: application/pdf; name="draft 3 revised.pdf"  
Content-Transfer-Encoding: base64  
Content-Disposition: attachment; filename="draft 3 revised.pdf"  
**draft 3 revised.pdf**



**3. Response Presentation and Review**

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, the Contractor shall submit Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in Contractor'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."
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, 3 complete copies of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number, and the due date and time.
- 3.2.2. **Advice of Award** - If you wish to be advised of the outcome of this Bid, enclose with your Response a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for County 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. **Web Page**- Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <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** – 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** – 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: \_\_\_\_\_

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

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

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

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

E: Mail Address: \_\_\_\_\_

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

4.6.1.  Corporation

Partnership - Name \_\_\_\_\_

Individual/Proprietorship - Individual Name \_\_\_\_\_

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

4.7. **BID RESPONSE** – Bid prices must include any and all labor, parts, and material required to perform the work described in Section 2 of this bid request. **Note: Quantities are estimated. Payment will be made on actual in place quantities.**

	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Total
4.7.1.	<b>Public Works Lot</b>				
	Mill & Overlay Repair	Square Yards	295	\$ _____	\$ _____
	Surface Seal	Square Yards	5,845	\$ _____	\$ _____
	Parking Blocks	Each	17	\$ _____	\$ _____
	Striping	Spaces	57	\$ _____	\$ _____
				<b>SUB TOTAL</b>	<b>\$</b> <span style="border: 1px solid black; padding: 2px;">_____</span>
4.7.2.	<b>Reality House Lot</b>				
	Remove and Replace Asphalt	Square Yards	56	\$ _____	\$ _____
	Additional Asphalt Placement	Square Yards	41	\$ _____	\$ _____
	Mill & Overlay Repair	Square Yards	36	\$ _____	\$ _____
	Surface Seal	Square Yards	1,778	\$ _____	\$ _____
	Parking Blocks	Each	13	\$ _____	\$ _____
	Striping	Spaces	18	\$ _____	\$ _____
	Repaint Curb & Re-stencil	Lump Sum	1	\$ _____	\$ _____
	Add Gravel & Re-grade	Lump Sum	1	\$ _____	\$ _____
				<b>SUB TOTAL</b>	<b>\$</b> <span style="border: 1px solid black; padding: 2px;">_____</span>
4.7.3.	<b>Grand Total (Subtotals Sum)</b>			<b>GRAND TOTAL</b>	<b>\$</b> <span style="border: 3px double black; padding: 5px;">_____</span>

- 4.8. 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.

Authorized Representative (Sign By Hand):

\_\_\_\_\_

Type or Print Signed Name:

Today's Date:

\_\_\_\_\_

- 4.9. Work will begin on this project 10 days after receipt of Notice to Proceed.  
4.10. Work will be completed within 45 days after project commences.  
4.11. Bidder must provide three (3) references for services rendered to commercial clients that are similar in size and scope of this project. References should be provided in Exhibit A.



**Boone County Purchasing**

601 E. Walnut, Room 209

Columbia, MO 65201

**Heather Turner, Senior Buyer**

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

***Standard Terms and Conditions***

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.

**EXHIBIT A**

**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

**1. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

**2. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

**3. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

**EXHIBIT B**

**ATTACHMENTS**

**Base Bid Sketches:**

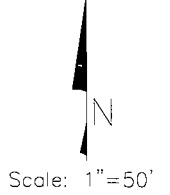
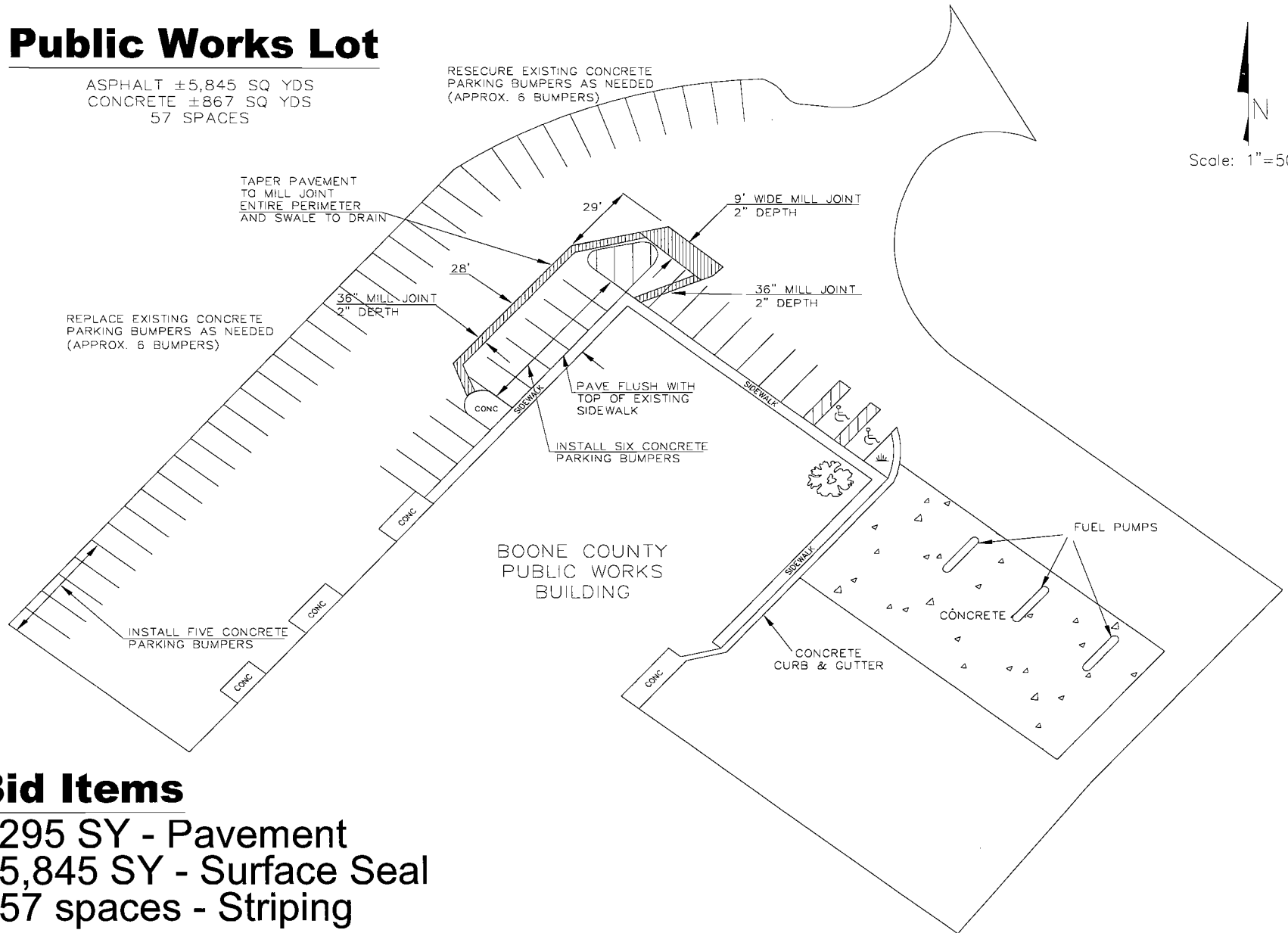
**Public Works (South Facility)**

**Reality House**

# Public Works Lot

ASPHALT ±5,845 SQ YDS  
CONCRETE ±867 SQ YDS  
57 SPACES

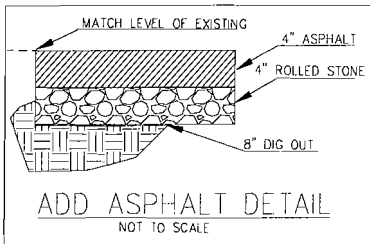
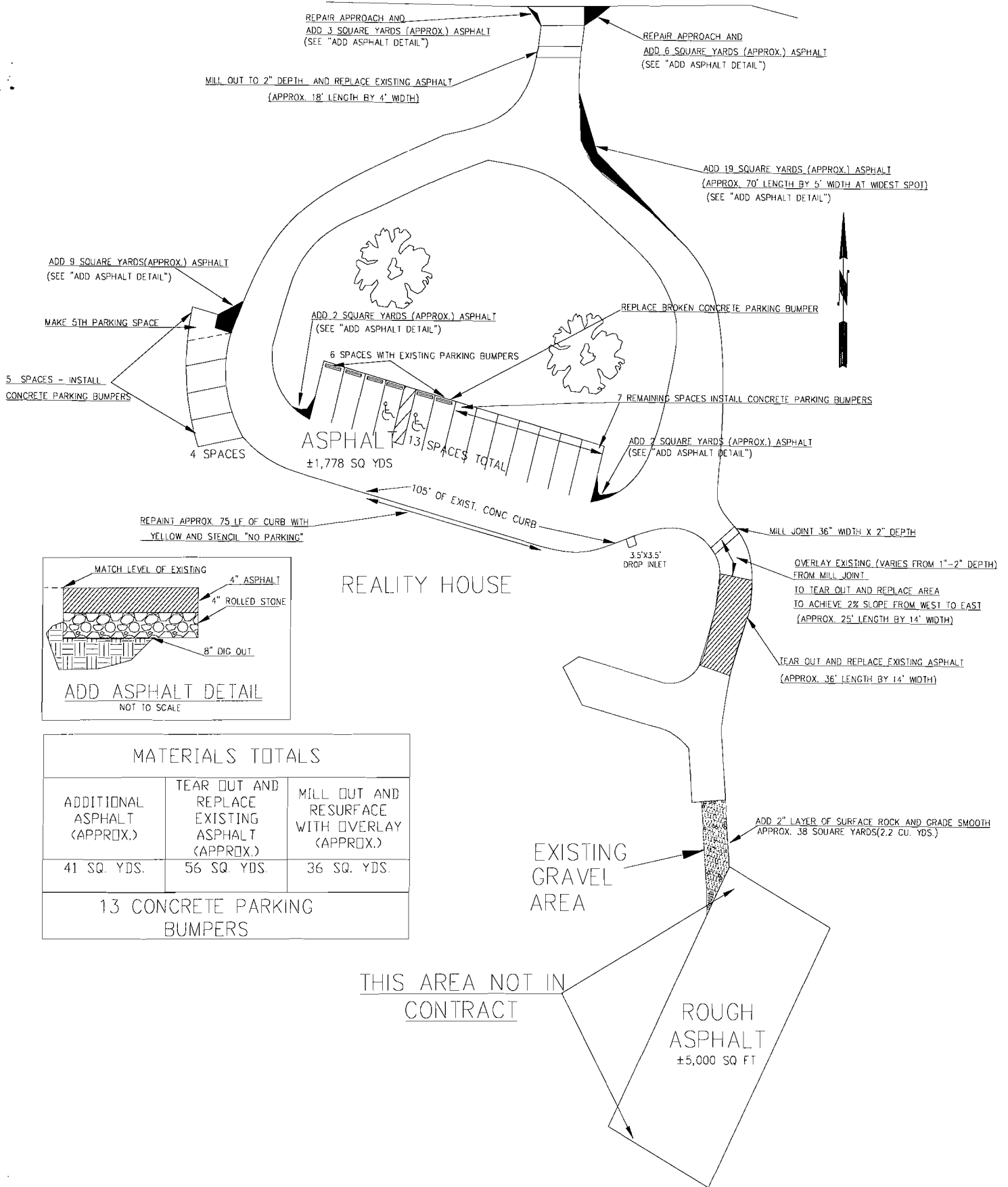
RESECURE EXISTING CONCRETE  
PARKING BUMPERS AS NEEDED  
(APPROX. 6 BUMPERS)



## Bid Items

- 295 SY - Pavement
- 5,845 SY - Surface Seal
- 57 spaces - Striping

# PRATHERSVILLE ROAD



MATERIALS TOTALS		
ADDITIONAL ASPHALT (APPROX.)	TEAR OUT AND REPLACE EXISTING ASPHALT (APPROX.)	MILL OUT AND RESURFACE WITH OVERLAY (APPROX.)
41 SQ. YDS.	56 SQ. YDS.	36 SQ. YDS.
13 CONCRETE PARKING BUMPERS		



**Certificate of Insurance**

THIS CERTIFICATE ISSUED AS A MATTER OF INFORMATION. ONLY AND CONFERS NO RIGHT 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**

Oldcastle Materials, Inc.  
 APAC-Missouri, Inc.  
 P O Box 1117  
 Columbia, MO 65205

NAME AND  
 ADDRESS  
 OF INSURED



**Liberty  
 Mutual®**

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.

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY		
	<input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM				
<b>WORKERS COMPENSATION</b>	9/1/2007	WA7-C8D-004095-026 WC7-C85-004095-016	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: ALL STATES EXCLUDING MONOPOLISTICS STATES AND NY  OR, WI	<b>EMPLOYERS LIABILITY</b>	
				Bodily Injury by Accident <b>\$1,000,000</b> Each Accident	
				Bodily Injury By Disease <b>\$1,000,000</b> Policy Limit	
				Bodily Injury By Disease <b>\$1,000,000</b> Each Person	
<b>GENERAL LIABILITY</b>  <input checked="" type="checkbox"/> OCCURRENCE  <input type="checkbox"/> CLAIMS MADE	9/1/2007	TB2-681-004095-116	General Aggregate—Other than Products / Completed Operations <b>\$2,000,000</b>		
			Products / Completed Operations Aggregate <b>\$2,000,000</b>		
			Bodily Injury and Property Damage Liability <b>\$2,000,000</b> Per Occurrence		
			Personal Injury <b>Included*</b> Per Person / Organization		
			Other Included in BI/PD Liability		Other <b>FIRE DAMAGE \$100,000; PER PROJECT AGGREGATE</b>
<b>AUTOMOBILE LIABILITY</b>  <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	9/1/2007	AS2-C85-004095-126	<b>\$2,000,000</b> Each Accident—Single Limit B.I. And P.D. Combined		
			Each Person		
			Each Accident or Occurrence		
			Each Accident or Occurrence		
<b>OTHER</b>			Auto: Comp Ded \$10,000/Coll Ded \$10,000		
<b>EVIDENCE OF COVERAGE</b>					
<b>ADDITIONAL COMMENTS</b>					
25-19APR07 Parking Lots Surface Improvements (Public Works Lot, Reality House Lot) Boone County is named as additional insured.					

\* 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.  
**SPECIAL NOTICE-OHIO:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE 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 NOTICE 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 RIGHT HAND 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 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

**Liberty Mutual  
 Insurance Group**

Certificate  
 Holder

Boone County Commission  
 601 E Walnut, Room 209  
 Columbia, MO 65201

*J. Balazentis*

Judith Balazentis

Pittsburgh / 0387  
 12 Federal Street, Ste. 310  
 Pittsburgh PA 15212-5706 412-231-1331 05/21/07  
 OFFICE PHONE DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies

NM 772

# Insurance Binder



**Date:** 5/21/2007

**Binder No.** 0000219-001

**Insured:** Boone County Commission  
601 E. Walnut, Room 209  
Columbia, MO 65201

<u>Line</u>	<u>Policy Number</u>	<u>Effective Date</u>
Owners & Contractors Protective	TF1-681-025218-607	5/18/2007

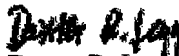
Pending the issuance of the policy of the type or types described below, LIBERTY MUTUAL GROUP agrees to insure the Insured, but only for the coverages indicated, under policy forms in use by the Company as of the effective date of this binder. The limit of the Company's Liability or Amount of Insurance against each such coverage shall be stated herein, subject to all the terms of the policy having reference thereto, and no insurance is provided for coverages for which no such limit or amount is stated. Issuance of the executed policy or policies voids this binder as of the effective date of such policy.

This binder may be cancelled (1) by the company by written notice to the insured at the address shown above stating when thereafter such cancellation shall be effective, or (2) by the insured by mailing written notice to the company stating when thereafter such cancellation shall be effective.

This binder shall be effective on 5/18/2007 at 12:01 AM., and unless previously cancelled, shall expire on 7/20/2007 at 12:01 AM., Standard Time, at the address of the insured.

This binder when duly countersigned is issued on behalf of a member company of the Liberty Mutual Group, herein referred to as the Company as respects the indicated coverages under policy forms in use by the Company as of the effective date of the binder.

LIBERTY MUTUAL GROUP

  
Dexter R. Legg  
SECRETARY

  
Edmund F. Kelly  
PRESIDENT

  
Judith Balazentis  
AUTHORIZED REPRESENTATIVE

**Account Executive:**  
**Underwriter:**  
**Sales Office:** Pittsburgh  
**Phone:** 412-231-1331

### Insurance Binder



Date: 5/21/2007

Binder No. 0000219-001

Insured: Boone County Commission  
601 E. Walnut, Room 209  
Columbia, MO 65201

Line of Business: Owners and Contractors Protective Liability

**Section I - Line of Business/Policy Number**

Owners & Contractors Protective TF1-681-025218-607 5/18/2007 Liberty Mutual Insurance Company

**Section II - Coverage/Limits**

Owners and Contractors Protective Liability	Bodily Injury & Property Damage Limit	\$2,000,000 Each Occurrence
	Aggregate Limit	\$2,000,000 Aggregate
	Designated Contractor	APAC Missouri Inc PO Box 1117 Columbia, MO 65205

**Section III - States/Locations Covered**

#25-19APR07 Parking Lots Surface Improvements, Columbia MO 65205

**Section IV - Special Provisions**

Requested by: Kimberly Riley

*This binder does not list endorsements that will be included on the policies.*

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 07


In the County Commission of said county, on the 10<sup>th</sup> day of May 20 07

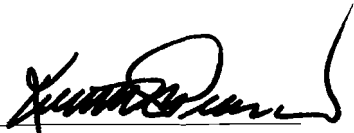
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby **approve** the petition by Greg and Dana Cunningham to vacate and re-plat Lot 1 of Cunningham Quality Estates Subdivision. Said vacation is not to take place until the re-plat is approved.

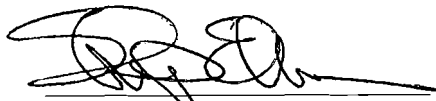
Done this 10<sup>th</sup> day of May, 2007.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

196-2007

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 07

In the County Commission of said county, on the 10<sup>th</sup> day of May 20 07

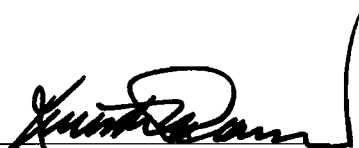
the following, among other proceedings, were had, viz:

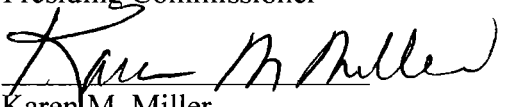
Now on this day the County Commission of the County of Boone does hereby approve the use of the Courtyard Square on June 9-10, 2007 between 10:00 a.m. and 11:30 p.m. for the **Jerome Wheeler Memorial Music Festival**

Done this 10<sup>th</sup> day of May, 2007.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

Ken Pearson, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Skip Elkin, District II Commissioner



RECEIVED MAY 09 2007

196-2007  
Roger B. Wilson  
Boone County Government Center  
801 East Walnut Room 245  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Government Center or Centralia Satellite Office as follows: Mo Riv CC = Missouri River

Description of Use: Music Festival Cultural Conservancy

Date(s) of Use: June 9 and 10, 2007

Time of Use: From: 10:00 (a.m./p.m.) thru 11:30 a.m. (p.m.) { Sat 2-11 (+ set up / Sun 12-6 takedown)

Facility requested: Courthouse Grounds  - Courtyard Square  - Chambers  - Chambers Atrium  - Rm220  - Rm208  - Rm139  Centralia Satellite Office

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

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

Name of Organization/Person: Doireann O'Brien (573) 443-3888 268-3166 (H) (C)  
 Co-Sponsor Mo Riv CC  
 Organization Representative/Title: Organizer, Jerome Wheeler Memorial Music Festival  
 Address/Phone Number: 1000 Rollingwood Drive Columbia Mo 65203  
 Date of Application: May 9, 2007

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

ATTEST:

BOONE COUNTY, MISSOURI

Wendy S Noren  
County Clerk

[Signature]  
County Commissioner

DATE: May 10, 2007

197-2007

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 07

In the County Commission of said county, on the 10<sup>th</sup> day of May 20 07  
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the use of the following General Consultant Services Agreements.

The Larkin Group  
Bartlett & West Engineers, Inc.

It is further ordered the Presiding Commissioner be authorized to sign said agreements.

Done this 10<sup>th</sup> day of May, 2007.

ATTEST:

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

Kenneth M. Pearson  
Kenneth M. Pearson  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

197-2007

**GENERAL CONSULTANT SERVICES AGREEMENT**

**THIS AGREEMENT** dated this 10 day of May, 2007, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Bartlett & West Engineers, (herein "Consultant").  
<sup>^</sup>  
Inc.

**IN CONSIDERATION OF** the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.



1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

**BARTLETT & WEST ENGINEERS, INC.**

By John T. Conway

Title LOCATION MANAGER

Dated: 4-6-07

APPROVED AS TO FORM:

[Signature]  
County Attorney

APPROVED:

David Mills  
Director, Boone County Public Works

**BOONE COUNTY, MISSOURI**

By [Signature]

Presiding Commissioner

Dated: May 10, 2007

ATTEST:

Wendy S. [Signature]  
County Clerk

**CERTIFICATION:**

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

No encumbrance required 5/4/07 Term + Supply  
Auditor [Signature] Date

**BARTLETT & WEST ENGINEERS, INC.**  
**2007 SCHEDULE OF HOURLY CHARGES**  
**Effective January 1st, 2007**

Engineer IX/Landscape Arch IX	\$160.00
Engineer VIII/Landscape Arch VIII	140.00
Engineer VII/Landscape Arch VII	128.00
Engineer VI/Landscape Arch VI	118.00
Engineer V/Landscape Arch V	108.00
Engineer IV/ Landscape Arch IV	96.00
Engineer III/Landscape Arch III	86.00
Engineer II/Landscape Arch II	76.00
Engineer I/Landscape Arch I	66.00
Engineering Technician IX	\$135.00
Engineering Technician VIII	105.00
Engineering Technician VII	89.00
Engineering Technician VI	75.00
Engineering Technician V	64.00
Engineering Technician IV	55.00
Engineering Technician III	48.00
Engineering Technician II	41.00
Engineering Technician I	35.00
Surveyor VII	\$117.00
Surveyor VI	103.00
Surveyor V	90.00
Surveyor IV	80.00
Surveyor III	71.00
Surveyor II	63.00
Surveyor I	55.00
Survey Technician V	\$59.00
Survey Technician IV	52.00
Survey Technician III	46.00
Survey Technician II	41.00
Survey Technician I	37.00
GIS System Architect IV	\$155.00
GIS System Architect III	135.00
GIS System Architect II	115.00
GIS System Architect I	95.00
GIS Analyst V	\$93.00
GIS Analyst IV	83.00
GIS Analyst III	73.00
GIS Analyst II	63.00
GIS Analyst I	53.00
Field Representative VIII	\$96.00
Field Representative VII	86.00
Field Representative VI	76.00
Field Representative V	66.00
Field Representative IV	58.00
Field Representative III	50.00
Field Representative II	43.00
Field Representative I	37.00
Administrator IV	\$84.00
Administrator III	74.00
Administrator II	64.00
Administrator I	56.00
Administrative Technician IV	\$52.00
Administrative Technician III	44.00
Administrative Technician II	37.00
Administrative Technician I	32.00

BARTLETT & WEST ENGINEERS, INC.

SCHEDULE OF REIMBURSABLE COSTS/CHARGES  
EFFECTIVE JAN. 1, 2007

DESCRIPTION                      CHARGE AMOUNT                      UNIT                      EXP CODE

REPRODUCTION				
Blackline Prints				
Bond, Full Size - 24x36	\$ 1.00	Each	PBOND1	
Bond, Half Size Reduction - 11x17	\$ 0.70	Each	PBOND 1/2	
Vellum, Full Size - 24x36	\$ 6.00	Each	PVELLUM	
Mylar, Full Size - 24x36	\$ 12.00	Each	PMYLAR	
Photocopies				
Black & White - up to 11x17	\$ 0.15	Each	COPIES	
Small Size Color Copies, 8.5x 11	\$ 0.90	Each	CCOPY	
Large Size Color Copies, > 8.5x 11	\$ 1.50	Each	CCOPYLG	
Scan				
Small Scan - 8.5 x 11 (Black/Color)	\$ 0.12	Each	PGSCAN	
Full Size Scan - 24x36 -(Black)	\$ 2.00	Each	SCAN	
Full Size Scan - 24x36 - (Color)	\$ 5.00	Each	SCANC	
Inkjet Plotters - 24x36				
Bond (Black)	\$ 1.50	Ljn. Ft.	PLOT	
Bond (Color)	\$ 2.50	Ljn. Ft.	PLOT C	
Vellum (Black/Color)	\$ 3.00	Ljn. Ft.	PLOT V	
Mylar (Black/Color)	\$ 6.00	Ljn. Ft.	PLOT M	
LAMINATING/MOUNTING				
Laminating - 8.5x11	\$ 1.00	Each	LAMIN	
SYSTEMS & SOFTWARE APPLICATIONS				
CAD/CADD Software Applications (ArcView, AutoCAD, LDD, GEOPAC etc.)	\$ 6.50	Hour	CADD	
GIS Software Applications High End ESRI products (ArcInfo, ArcEditor, ArcSDE)	\$ 15.00	Hour	GIS	
Static Application Site Hosting	\$ 100.00	Month	HOST	
Data Driven Application Site Hosting	\$ 150.00	Month	HOSTDATA	
FIELD EQUIPMENT & MATERIALS				
Auto Total Station Equipment	\$ 10.00	Hour	ATS	
Nuclear Density Testing Equipment	\$ 20.00	Hour	NUCLEAR	
FIELD EQUIPMENT & MATERIALS (cont.)				
GPS Equipment				
Survey Grade	\$ 25.00	Hour	GPSS	
Mapping Grade	\$ 10.00	Hour	GPSSM	
Staking Materials				
Lath & Flats (1x2x16)	\$ 0.40	Each	LATH/FLAT	

**BARTLETT & WEST ENGINEERS, INC.**

**SCHEDULE OF REIMBURSABLE COSTS/CHARGES  
EFFECTIVE JAN. 1, 2007**

<u>DESCRIPTION</u>	<u>CHARGE AMOUNT</u>	<u>UNIT</u>	<u>EXP CODE</u>
Hubs (2x2x12)	\$ 0.45	Each	HUBS
Iron Pins	\$ 1.35	Each	IRONPIN
Wire Flags	\$ 0.25	Each	WIREFLAG
<b>VEHICLES</b>			
Trucks, Cars, SUV's - all vehicles	\$ 0.485 to \$ 0.56	Mile	varies
ATV (All Terrain Vehicle)	\$ 45.00	Day	ATV
ATV (All Terrain Vehicle) incl. Trailer	\$ 75.00	Day	ATVT
<b>MISCELLANEOUS</b>			
Fax Transmissions	\$ 0.50	Page	FAX
Per Diem	Per established Per Diem	Day	



## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 10 day of May, 2007, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and The Larkin Group (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

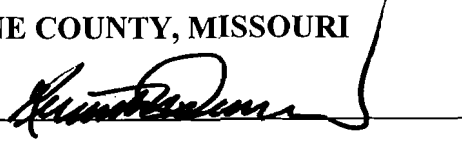
THE LARKIN GROUP

By 

Title VICE PRESIDENT

Dated: 04/09/07


BOONE COUNTY, MISSOURI

By 


Presiding Commissioner

Dated: May 10, 2007

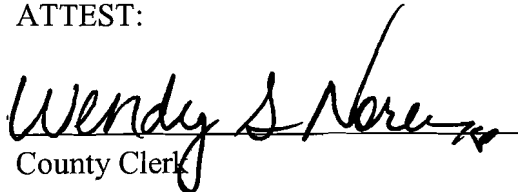
APPROVED AS TO FORM:

  
County Attorney

APPROVED:

  
Director, Boone County Public Works

ATTEST:

  
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.  
No encumbrance required 5/4/07  
Auditor by cg Date

**LARKIN GROUP, INC**  
**Billing Rate Schedule**  
**Rates for January 1, 2007**

Professional Services	BILLING RATE RANGE		
PRINCIPAL	\$160	to	\$205
ASSOCIATE	\$95	to	\$150
ASSOCIATE ENGINEER	\$90	to	\$115
ENVIRONMENTAL SCIENTIST	\$70	to	\$105
INTERN ENGINEER/ENGINEER IN TRAINING (IE/EIT)	\$70	to	\$95
PROJECT REPRESENTATIVE	\$60	to	\$95
DESIGN TECHNICIAN	\$80	to	\$115
CAD TECHNICIAN	\$50	to	\$85
LAND SURVEYOR	\$85	to	\$110
SURVEY PARTY CHIEF	\$60	to	\$75
ROD-INSTRUMENT OPERATOR	\$55	to	\$65
PROJECT RELATED SUPPORT SERVICES	\$45	to	\$95

Salary adjustments normally occur at approximately the end of each calendar year.

Equipment Charges:

AUTOMOBILE MILEAGE	\$ 0.485/mile
SURVEY VEHICLE MILEAGE	\$ 0.60/mile
GLOBAL POSITIONING SYSTEM	\$ 25.00/hour

REVISED @  
12/27/06

