

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the July Adjourned

Term. 20 07

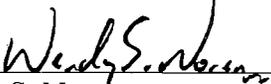
In the County Commission of said county, on the 25th day of September 20 07

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

Now on this day the County Commission of the County of Boone does hereby award bid 72-30AUG07 – Courthouse Expansion Project – Alternate #6 – Micro Piles to Slabmasters Inc. DBA Helitech. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 25th day of September, 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

CONTRACT AGREEMENT

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

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

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

BID NUMBER 72-30AUG07
Boone County Courthouse Expansion
 Project No. **Alternate Number Six – Micro Piles**
 BOONE COUNTY, MISSOURI

and agrees to perform all the **Micro Pile** work required by the contract as shown on the plans and specifications. The contract award includes the Base Bid in the amount of \$96,436.00.

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

1. Advertisement to Bidders and Notice to Bidders
2. Bid Response and Revised Quote dated September 13, 2007
3. Statement of Bidders Qualifications
4. Instructions to Bidders
5. Bid Form
6. Anti-Collusion Statement
7. Signature and Identity of Bidder
8. Bidders Acknowledgment
9. Insurance Requirements
10. Contract Agreement
11. Performance Bond
12. Labor & Material Payment Bond
13. Affidavit—Prevailing Wage

Appendix B - State Wage Rates-Annual Wage Order No. 14

Appendix B - Enumeration of Documents

- 00150 Project Special Conditions
- 00200 Information Available to Bidders
- 00230 Alternates
- 00240 Unit Prices
- 00500 Form of Agreement
- 00700 General Conditions
- 00800 Supplementary General Conditions
- 00840 Safety
- 00900 Project Work Summaries
- 01100 Summary
- 01210 Allowances

01250 Contract Modification Procedures
01290 Payment Procedures
01305 Project Meetings
01310 Project Schedule
01330 Submittal Procedures
01370 Schedule of Values
01400 Quality Requirements
01600 Product Requirements
01650 Request for Substitution
01700 Execution Requirements
01720 Project Record Documents
01770 Closeout Procedures
Addendums #4, #5, and #6

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

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

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

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

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

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

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

Corporate Address
P. O. Box 24067
Belleville, IL 62223
Fax (618) 397-3066
(800) 246-9721



**Waterproofing &
Structural Repair**

Belleville
(618) 235-5595

Bloomington
(309) 820-1500

Cape Girardeau
(573) 335-4060

Marion
(618) 993-5032

Mt. Vernon
(618) 246-1007

Paducah
(270) 442-4060

Peoria
(309) 676-5595

Springfield
(217) 522-5595

St. Louis
(314) 965-4565

September 13, 2007

SM Wilson
Mitch Miller
2185 Hampton Avenue
St. Louis, MO

Concept Work Proposal
Date 9/13/07
For engineering review
& design specification

**Re: Boone County Court House
Helitech Proposal No. E0707141R1-MB-RFT**

Dear Mr. Miller:

We are pleased to forward you a cost proposal for **HELITECH®** to furnish and install **(8) Eight Pin Piles** to support uplift forces at column locations H-4 and G-4, at the above referenced project. The combined pin piles will provide resistance to the uplift force at each column location. **HELITECH®** has based this proposal on the new loads (which eliminates the shear force) provided by Butler Rosenbury on 9/12/07 and geotechnical report provided by SM Wilson.

By submitting this bid or by entering into an agreement to perform the work, Subcontractor shall not be bound by the terms of the contract between the owner and the contractor that are in conflict with any of the terms herein, it being expressly understood the Subcontractor reserves the right to review, accept or reject the conditions of the contract executed by the Owner and the Contractor or construction manager and to accept or reject any condition agreed upon by the owner and contractor or construction manager. This proposal is conditioned upon the usage of either AIA document A401 1997 Edition or the AGC/ASA/ASC "Standard Form Construction Subcontract" or some other subcontract form otherwise acceptable to Subcontractor and the following terms and conditions:

Scope of Work-Retrofit Pin Piles

1. **HELITECH®** to locate and mark utilities.
2. **Others** to excavate to sub-grade prior to **HELITECH®** mobilizing on the project.
3. **Others** to provide ingress and egress for **HELITECH®**'s equipment.
4. **HELITECH** to provide submittals, signed and sealed by an independent

Commercial

- Soil Nailing
- Rock Anchors
- Earth Retention

Foundation Repair - Wall Straightening

- **CHANCE®** Helical Piers®
- ATLAS Piling System
- ARMORWALL Carbon Fiber

Waterproofing

- Hydraway® System
- Exterior Spray-on System

Concrete Repair

- Mudjacking
- Epoxy Injection
- Concrete Pumping

- Engineering firm, licensed in the state of Missouri.
5. **HELITECH®** to mark and lay out pile locations.
 6. **HELITECH®** to furnish and install **(8) Eight Pin Piles.**
 7. **HELITECH®**'s work will be finished upon the successful completion of the above stated work.

HELITECH® will exercise special care not to damage utilities, sewer lines and water mains, however, will not be responsible to repair or replace if damages occur as a result of our process. **(This statement applies if utilities were unmarked or improperly marked).**

HELITECH® anticipates (5-7) working days to complete the project.

HELITECH® proposes to perform the above mentioned work for a total project cost of **Ninety Six Thousand Four Hundred Thirty Six Dollars (\$96,436.00).**

This cost is based on anchors reaching rock capacities within **25 feet**. If the accumulative total depth to rock of exceeds **25 feet**, there will be an additional charge of **\$47.00** per foot, (to be determined in the field).

This proposal is based on using a maximum of **200 bags** of grout to complete the project as stated in the above scope of work. Any grout usage over **200 bags** will be an additional cost and charged at a rate of **\$16.00 per bag**.

The above costs are valid for 30 days after which time may be subject to change due to potential increases in steel costs.

The above cost is based on insurance limits and coverage as stated in the attached certificate of insurance.

No retainage shall be withheld from HELITECH®'s portion of payment. If retainage is to be withheld then Helitech's price will be increased by 5%.

The above cost is based on **HELITECH®**'s personnel having access to the work area without any down time. Also we have included costs to perform the work after hours (6:00pm – 4:00am).

All work will be performed in a professional manner. Any alteration or deviation from above specifications will involve extra costs. General contractor represents and warrants that it will not make changes in Subcontractor's work, whether it be an addition, deletion or other revision thereof in any manner except by written change order. No change order work will be performed without prior written change order being executed by General Contractor and one of HELITECH[®]'s authorized personnel. HELITECH[®] personnel authorized to sign change orders are Mike Boubek Vice President Commercial, Tim Combs- Sr. Vice President or HELITECH[®]'s Superintendent assigned to the project. Subcontractor specifically reserves the right to receive extended overhead and other impact costs and/or additional time to complete the work for changes made to the contract whether or not a written change order has been agreed upon and executed. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance. HELITECH[®] is fully covered by worker compensation and liability insurance. Certificate of insurance provided.

Subcontractor's bid price and the contract price are based on current market conditions. In the event Subcontractor is awarded the subcontract and there is a delay or significant price increase for material, equipment, or energy occurring after submission of this bid and before installation through no fault of Subcontractor, the bid price and contract sum, time of completion and contract requirements shall be equitably adjusted to reflect the price increase or delay. A change in price of an item of material, equipment, or energy shall be considered significant when the price of an item increases 3% or more between the date of the bid and the date of installation. If Subcontractor makes a request for an equitable adjustment to the contract price based on an increase in price, Subcontractor shall be required at that time to disclose its original price that has increased.

EXCLUSIONS:

The following items are specifically excluded from our proposal: layout, utility protection, location and restoration, inspections, obstructions, permits, testing, engineering other than pin piles, bond cost, insurance above and beyond the limits stated in the attached certificate of insurance, and more than one mobilization.

NOTE: HELITECH[®] MUST RECEIVE A SIGNED CONTRACT IN THE OFFICE BEFORE EXPENDING A CREW TO THE JOB SITE.

Please do not hesitate to contact me if I may provide additional information or answer any questions you may have.

Respectfully,
HELITECH[®]

Michael L. Boubek
Vice President Commercial

MLB/ft

Client#: 25558

SLAB

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 04/04/07
PRODUCER Jelsch, Flatness, & Lutz, Inc. 308 North 21st Street P.O. Box 66753 Saint Louis, MO 63166-6753	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Slab Masters, Inc. DBA Helitech P.O. Box 24067 Belleville, IL 62226	INSURERS AFFORDING COVERAGE INSURER A: Zurich American Ins. Co. INSURER B: American Guarantee & Liability INSURER C: Great American (Westrope) INSURER D: INSURER E:	NAIC #

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	GLO347295105	02/27/07	02/27/08	EACH OCCURRENCE \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP347295205	02/27/07	02/27/08	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	AUC930294104	02/27/07	02/27/08	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC347295004	02/27/07	02/27/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	OTHER Contractors Equipment	IMP6549334	02/27/07	02/27/08	Leased/Rented Equipment Limit: \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Michael A. Gaudin

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Performance Bond
(Conforms with The American Institute of Architects A.I.A.
Document No. A-311 - February 1970 Edition)

Bond Nos: **58649084**

KNOW ALL MEN BY THESE PRESENTS: that Slabmasters, Inc. dba Helitech, P.O. Box 24067, Belleville, Illinois, 62226, as Principal, hereinafter called Contractor, and, Western Surety Company, P.O. Box 5077, Sioux Falls, South Dakota, 57117-5077 (605) 336-0850 as Surety, hereinafter called Surety, are held and firmly bound unto Boone County Commission, 801 East Walnut, Columbia, Missouri, 65201 (Owner), and S.M. Wilson & Company, 2185 Hampton Ave, PO Box 5210, St. Louis, MO 63139 as Obligee(s), hereinafter called Owner, in the amount of NINETY-SIX THOUSAND FOUR HUNDRED THIRTY-SIX AND NO/100THS Dollars (\$96,436.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor by written agreement dated September 25th, 2007 entered into a contract with Owner for Boone County Courthouse Expansion Micro Piles Bid Number 72-30AUG07 in accordance with Drawings and Specifications prepared by _____ which
_____ contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

PERFORMANCE BOND

(Conforms with The American Institute of Architects A.I.A. Document No. A-311 - February 1970 Edition)

JW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

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

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

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

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

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

Provided, however, that the Principal and Surety shall not be liable to the Obligee or any of them unless the Obligee or any of them have performed the obligations to the Principal in accordance with the terms of said contract.

Provided, further, that the Principal and Surety shall not be liable to the Obligee in the aggregate in excess of the penal sum above stated.

Signed and sealed this 5th day of October, 2007.

Slabmasters, Inc. dba Helitech

Principal

(Seal)

Witness

Title

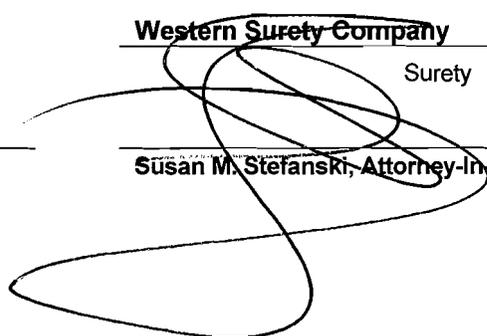
Western Surety Company

Surety

(Seal)

Witness

Susan M. Stefanski, Attorney-In-Fact



Labor and Material Payment Bond
(Conforms with The American Institute of Architects A.I.A.
Document No. A-311 - February 1970 Edition)

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON
THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

Bond Nos: 58649084

KNOW ALL MEN BY THESE PRESENTS: that Slabmasters, Inc. dba Helitech,
P.O. Box 24067, Belleville, Illinois, 62226, as Principal, hereinafter called Principal, and,
Western Surety Company, P.O. Box 5077, Sioux Falls, South Dakota, 57117-5077 (605)
336-0850 as Surety, hereinafter called Surety, are held and firmly bound unto Boone
County Commission, 801 East Walnut, Columbia, Missouri, 65201 (Owner) and S.M.
Wilson & Company, 2185 Hampton Ave, PO Box 5210, St. Louis, MO 63139, as
Obligee(s), hereinafter called Owner, for the use and benefit of claimants as hereinbelow
defined, in the amount of NINETY-SIX THOUSAND FOUR HUNDRED THIRTY-SIX AND
NO/100THS Dollars (\$96,436.00), for the payment whereof Principal and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated this September 25th, 2007
entered into a contract with Owner for Boone County Courthouse Expansion Micro Piles
Bid Number 72-30AUG07 in accordance with Drawings and Specifications prepared by ___
_____ which contract is by
reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

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

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

(a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with

substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

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

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

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

Provided, however, that the Principal and Surety shall not be liable to the Oblige or any of them unless the Oblige or any of them have performed the obligations to the Principal in accordance with the terms of said contract.

Provided, further, that the Principal and Surety shall not be liable to the Oblige in the aggregate in excess of the penal sum above stated.

Signed and sealed this 5th day of October, 2007.

Slabmasters, Inc. dba Helitech

Principal

(Seal)

Witness

Title

Western Surety Company

Surety

(Seal)

Witness

Susan M. Stefanski, Attorney In-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Dennis D Flatness, Dennis W Lutz, Barbara M Johnson, Taffra S Holman, Susan M Stefanski, Barbara J Lemm, Individually

of Saint Louis, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2006.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 18th day of October, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5th day of October, 2007.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 07

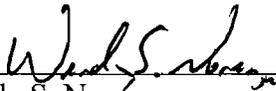
In the County Commission of said county, on the 25th day of September 20 07

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

Now on this day the County Commission of the County of Boone does hereby award bid 72-30AUG07 – Courthouse Expansion Project – Masonry to Dean Hathman Masonry Company, and waives the bid bond requirement for this company. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 25th day of September, 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



AIA[®] Document A101/CMa[™] – 1992

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM

AGREEMENT

made as of the Twenty Fifth day of October in the year of Two Thousand Seven
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name and address)

County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201

and the Contractor:
(Name and address)

Dean Hathman Masonry Co.
7500 East Richland Road
Columbia, Missouri 65201

For the following Project:
(Include detailed description of Project, location, address and scope.)

Project 070011-
County of Boone 13th Judicial Courts Expansion
705 E. Walnut Street
Columbia, MO 65201

The Construction Manager is:
(Name and address)

S. M. Wilson & Co.
2185 Hampton Avenue
St. Louis, MO 63139

The Architect is:
(Name and address)

Butler Rosenbury & Partners
319 North Main
Suite 200
Springfield, MO 65806

The Owner and Contractor agree as set forth below.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The 1992 Edition of AIA Document A201/CMa, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

This contract is being issued as a substitute under the AIA form in lieu of the original courthouse document. Signing of this document nullifies the original contract for work under the same Boone County Courthouse Bid Package BC#4.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

All work required for Bid Package BC-04 (Project No.72-30AUG07) –Masonry

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement is the date from which the Contract Time of Section 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Paragraphs deleted)

() days after the Date of Commencement.

Substantial Completion date as identified in the project schedule included in the Project Manual dated August 8, 2007– Section 00200. (See Attachment H – Schedule)

Portion of Work	Substantial Completion date
------------------------	------------------------------------

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor in current funds for the Contractor’s performance of the Contract the Contract Sum of Six Hundred Eighteen Thousand Six Hundred Dollars and Zero Cents (\$ 618,600.00) subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

§ 4.3 Unit prices, if any, are as follows:

Description	Units	Price (\$ 0.00)
--------------------	--------------	------------------------

ARTICLE 5 PROGRESS PAYMENTS

§ 5.1 Based upon Applications for Payment submitted by the Contractor to the Construction Manager, and upon Project Applications and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.3 Provided an Application for Payment is submitted to the Construction Manager not later than the first day of a month, the Owner shall make payment to the Contractor not later than the thirtieth day of the same month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Construction Manager receives the Application for Payment.

§ 5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager or Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of Ten percent (10.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.7 of the General Conditions;

§ 5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10.00%);

§ 5.6.3 Subtract the aggregate of previous payments made by the Owner; and

§ 5.6.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.7 The progress payment amount determined in accordance with Section 5.6 shall be further modified under the following circumstances:

§ 5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to Ninety-five percent (95.00%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

§ 5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

ARTICLE 6 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Section 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Project Certificate for Payment

Init.

has been issued by the Construction Manager and Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Project Certificate for Payment, or as follows:

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Paragraphs deleted)
(1.5% simple) per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.3 Temporary facilities and services:
(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)

§ 7.4 Other Provisions:
(Here list any special provisions affecting the Contract.)

1. Boone County, S. M. Wilson & Co., Butler Rosenbury & Partners shall be named as obligees on the Performance and Payment Bonds.
2. Boone County, S. M. Wilson & Co., Butler Rosenbury & Partners shall be named as Primary Additional Insured on the Certificate of Insurance. (See Attachment C for further details).

ARTICLE 8 TERMINATION OR SUSPENSION

§ 8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

§ 8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101/CMA, 1992 Construction Manager-Adviser Edition.

§ 9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201/CMA, 1992 Construction Manager-Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated August 8, 2007, and are as follows:

Document	Title	Pages
----------	-------	-------

§ 9.1.4 The Specifications are those contained in the Project Manual dated as in Section 9.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit:

(Table deleted)

§ 9.1.5 The Drawings are as follows, and are dated August 2, 2007 unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

See Attachment D: Appendix B - Enumeration of Documents

(Table deleted)

§ 9.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
Addendum 4	08/24/2007	
Addendum 5	09/04/2007	
Addendum 6	09/04/2007	
Addendum 7	09/12/2007	
Addendum 8	09/20/2007	

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ATTACHMENT A – SAFETY

ATTACHMENT B – REQUIRED BILLING PROCEDURES

ATTACHMENT C – INSURANCE REQUIREMENTS

ATTACHMENT D – ENUMERATION OF DOCUMENTS

ATTACHMENT E – PERFORMANCE AND PAYMENT BONDS W/DUAL OBLIGEE RIDER

ATTACHMENT F – TAX EXEMPT CERTIFICATE

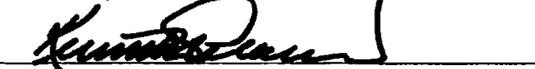
ATTACHMENT G – MISSOURI DIVISION OF LABOR STANDARDS ANNUAL WAGE ORDER NO. 13

ATTACHMENT H – SCHEDULE

This Agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the Contractor, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER

County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201



(Signature)

Kenneth M. Pearson, Presiding Commissioner

(Printed name and title)

CONTRACTOR

Dean Hathman Masonry Co.
7500 East Richland Road
Columbia, Missouri 65201



(Signature)

Dean Hathman, President

(Printed name and title)

Init.

OWNER CONSTRUCTION REPRESENTATIVE

County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201

Karen M. Miller

(Signature)

Karen Miller, Commissioner

(Printed name and title)

APPROVED AS TO LEGAL FORM

County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201

John Patton

(Signature)

John Patton, Boone County Counselor

(Printed name and title)

ATTEST

County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201

Wendy Noren

(Signature)

Wendy Noren, County Clerk

(Printed name and title)

CONSTRUCTION MANAGER

S. M. Wilson & Co.
2185 Hampton Avenue
St. Louis, Missouri 63139

David Pederson

(Signature)

David Pederson, S. M. Wilson & Co.
Representative

(Printed name and title)

CERTIFICATION:

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

Jane Pitchford by *GF* 11/2/2007
Auditor Date

#618,600.00 4061-71201

Init.

DWLS

ATTACHMENT A - SAFETY NOTICE TO ALL CONTRACTORS

TO: ALL CONTRACTORS

FROM: THOMAS BURNS, SAFETY DIRECTOR

S. M. Wilson & Co. has made a commitment to deliver a quality project, built on time, within budget and built safely. It's our mission to fulfill all of these commitments without sacrificing one for the other. To achieve this mission, we must provide our people with the best equipment and training. We empower all of our employees to perform their work safely. We give our project management team the authority and the support of upper management to do whatever they need to do to achieve these goals. We expect every contractor working on this project to actively support this philosophy in the course of this project.

Each contractor working on our projects will comply with all regulations of the Occupational Safety and Health Administration (OSHA) and other applicable standards.

Safety is part of everyone's job. Every employee should report all safety hazards to their supervisor until corrected. No one is expected to work under unsafe conditions.

Each contractor must submit their Corporate Safety Manual, Hazard Communication Program, site specific Material Safety Data Sheets, and a Site Specific Safety Program.

Each contractor is to provide all training weekly safety meetings and documentation required by applicable regulations for their employees.

Each contractor is required to inspect their own work and make necessary corrections immediately.

Each contractor is required to follow S. M. Wilson & Co.'s safety program unless their program is more stringent.

The following work rules are minimum requirements for everyone present on S. M. Wilson & Co. projects.

- Hard Hats are required to be worn by all employees. When the Project Superintendent, Project Manager, and Safety Director decide to go to an "as needed" basis, all contractors on site will be informed.
- Proper work attire shall be worn by all employees and subcontractor employees, including sturdy, heavy-duty work shoes, long pants and shirts with sleeves. Personal Protective Equipment shall be worn as necessary by site owner.
- Housekeeping is vital to maintaining a safe workplace. All contractors shall keep their work area clean at all times.
- The use, sale, purchase, transfer, or possession of intoxicating beverages, illegal drugs, unauthorized firearms, or other weapons on the jobsite is strictly prohibited. Being under the influence of alcohol or illegal drugs is forbidden.

ATTACHMENT B REQUIRED BILLING PROCEDURE

Effective June 2001, S.M. Wilson & Co. will accept billings only on the attached AIA G702 and G703 Billing Forms. Your AIA should only include charges for items that were included in your original contract or have been added by an approved S.M. Wilson & Co. Change Order. Any pending extras that are not included in approved Change Orders need to be listed on the attached Outstanding Items form. This list will identify all extras that need to be addressed. **Any extras that have not been written as a Change Order cannot be included on your billing form.**

Please help us help you. These required forms will allow us to process your billing faster and more accurately. All billings not submitted on the attached forms will be returned to your office for correction and may hold up your payment.

Thank you for your cooperation.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/CMa

CONSTRUCTION MANAGER-ADVISED EDITION

PAGE ONE OF PAGES

TO OWNER:

PROJECT:

APPLICATION NO:

Distribution to:

OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:

PERIOD TO:

CONTRACT DATE:

VIA CONSTRUCTION MANAGER:
VIA ARCHITECT:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: _____ County of: _____ day of _____
 Subscribed and sworn to before me this _____ day of _____
 Notary Public:
 My Commission expires: _____

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

1. ORIGINAL CONTRACT SUM \$ _____
2. Net change by Change Orders \$ _____
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ _____ 0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ _____

5. RETAINAGE:

- a. _____ % of Completed Work \$ _____
(Column D + E on G703)
- b. _____ % of Stored Material \$ _____
(Column F on G703)

Total Retainage (Lines 5a + 5b or

Total in Column I of G703) \$ _____ 0.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ _____ 0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ _____ 0.00
8. CURRENT PAYMENT DUE \$ _____ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ _____ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO:

Contractor's signed certification is attached.

APPLICATION DATE:

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO:

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
GRAND TOTALS								

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

SUBCONTRACTOR OUTSTANDING ITEMS

S.M. WILSON PROJECT NAME _____

S.M. WILSON PROJECT NO. _____

Contractor: _____ Date: _____

The following added scope items have not been included in our contract amount to date:

I. *Cost incurred* extra work items: (include all extra work tickets, tracking numbers, etc.)

II. *Cost Not Incurred* extra work proposals: (include any proposal letter dates)

ATTACHMENT C INSURANCE REQUIREMENTS

Prior to all Subcontractors starting a project, S. M. Wilson & Co. requires a Certificate of Insurance (Acord Form 25-S), signed by an authorized representative of the insurance company, which meets all of the requirements listed on the attached Sample Certificate of Insurance. This insurance shall be purchased from companies lawfully authorized to do business in the jurisdiction where the Project is located, and that is acceptable to the Contractor. Primary and non-contributory additional insured wording **MUST** appear on the Certificate of Insurance as stipulated in the Sample. Please provide a copy of the endorsement naming S. M. Wilson & Co. and the Owner of the project (and potential others – please check description of operations section on Sample Certificate of Insurance for named additional insureds) as primary and non-contributory additional insureds. This **MUST** be on a form which provides coverage for ongoing work and completed work/completed operations. (We can provide you with a listing of acceptable endorsements, if needed.) In addition, please provide waiver(s) of subrogation in favor of all additional insureds on all coverages where permitted by law. As General Contractor and representative of the Owner, we reserve the right to review copies of your policies prior to releasing payment, if you have not complied with the certificate and endorsement requirements.

If your insurance company is unable to comply with our requirements, please provide a Certificate of Insurance naming S. M. Wilson & Co. and the Owner of the project (and potential others – please check description of operations section on Sample Certificate of Insurance for named additional insureds) as additional insureds and attach a letter from your insurance company explaining why you cannot comply. We will then take this under review to determine how to proceed.

Notwithstanding any other provisions, the Contractor shall have no obligation to make any payment to the Subcontractor until the Subcontractor has provided the required Certificate of Insurance and endorsements.

Please forward all documents to:

Ms. Teresa Hecker
S. M. Wilson & Co.
P. O. Box 5210
St. Louis, MO 63139

Should you have any questions, please do not hesitate to contact Teresa at 314.633.5758.

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE
12/31/06

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

INSURERS AFFORDING COVERAGE
 INSURED: SUBCONTRACTOR'S NAME & ADDRESS
 As shown on the contract
 INSURER A: SUBCONTRACTOR'S INSURANCE CO.
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES FOR: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		12/31/06	12/31/07	EACH OCCURRENCE \$1,000,000.00 FIRE DAMAGE (Any one fire) \$100,000.00 MED EXP (Any one person) \$10,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMP/OP AGG \$2,000,000.00
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY ANY AUTO		12/31/06	12/31/07	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000.00 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$		12/31/06	12/31/07	EACH OCCURRENCE \$2,000,000.00 AGGREGATE \$2,000,000.00
A	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY OTHER		12/31/06	12/31/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$1,000,000.00 E.L. DISEASE - POLICY LIMIT \$1,000,000.00

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Project: Job No. 070011, Boone County Courtroom Expansion, Columbia, Missouri
S. M. Wilson & Co. and Boone County Missouri through the Boone County Commission are named as additional insureds regarding General Liability, Automobile and Excess Liability coverages and such coverages are primary and non-contributory to the additional insureds' coverage. Waiver of subrogation in favor of the additional insureds applies on all coverages where permitted by law.

(Please provide a copy of additional insured endorsement #CG20101185 naming previously listed additional insureds, or endorsements #CG20101001 and #CG20371001, both also naming previously listed additional insureds. If you cannot provide these endorsements, please provide their equivalent, endorsing all additional insureds with ongoing and completed operations.)

CERTIFICATE HOLDER: **S. M. Wilson & Co.**
 Attn: Teresa Hecker
 2185 Hampton Avenue
 St. Louis, Missouri 63139
 ADDITIONAL INSURED; INSURER LETTER: _____
 CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE: _____

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ATTACHMENT D

APPENDIX B

Enumeration of Documents

Drawings Dated August 2, 2007

S 0.0
S1 .1 – S 1.2
S 2.1 – S 2.7
A0.1 – A0.7
A1.1 – A1.12
A2.1 – A2.6
A3.1 – A3.7
A4.1
A5.1 – A5.8
A6.1 – A6.8
ME1 – ME2
M1 – M24
E1 – E22

Specifications Dated August 2, 2007



PROJECT MANAGEMENT - DRAWING LOG

Project 070011 - BOONE COUNTY COURT ROOM EXPANSION

Number	Title	Revision	Rev Date	Copies Status	Bulletin	Received
ARCHITECTURAL						
A0.1	Ground Floor Egress Plan	0	02 Aug, 2007			
A0.2	First Floor Egress Plan	0	02 Aug, 2007			
A0.3	Second Floor Egress Plan	0	02 Aug, 2007			
A0.4	Third Floor Egress Plan	0	02 Aug, 2007			
A0.5	Fourth Floor Egress Plan	0	02 Aug, 2007			
A0.6	Fire Rated Assemblies	0	02 Aug, 2007			
A0.7	Fire Rated Assemblies	0	02 Aug, 2007			
A1.1	Ground Floor Plan, Phase 2	0	02 Aug, 2007			
A1.10	Enlarged Plans	0	02 Aug, 2007			
A1.11	Door Schedule	0	02 Aug, 2007			
A1.12	Finish Schedule / Legend	0	02 Aug, 2007			
A1.3	First Floor Plan - North Building, Phase 3	0	02 Aug, 2007			
A1.4	First Floor Plan - South Building, Phase 3	0	02 Aug, 2007			
A1.5	Second Floor Plan - North Building	0	02 Aug, 2007			
A1.6	Second Floor Plan - South Building, Phase 2A	0	02 Aug, 2007			
A1.7	Third Floor Plan - North building, Phase 1, 2, 4	0	02 Aug, 2007			
A1.8	Third Floor Plan - South Building	0	02 Aug, 2007			
A1.9	Fourth Floor Plan, Phase 1, 2	0	02 Aug, 2007			
A2.1	Third Floor Phase 2 Plan	0	02 Aug, 2007			
A2.2	North Elevation	0	02 Aug, 2007			
A2.3	East Elevation	0	02 Aug, 2007			
A2.4	West Elevation	0	02 Aug, 2007			
A2.5	South Elevation / Section	0	02 Aug, 2007			
A2.6	Building Sections	0	02 Aug, 2007			
A3.1	Building Sections	0	02 Aug, 2007			
A3.2	Wall Sections	0	02 Aug, 2007			
A3.3	Wall Sections	0	02 Aug, 2007			
A3.4	Wall Sections	0	02 Aug, 2007			
A3.5	West Fire Stair Plans	0	02 Aug, 2007			
A3.6	Ceremonial Stair Sections	0	02 Aug, 2007			
A3.7	East Fire Stair Plans	0	02 Aug, 2007			
A4.1	Roof Plan	0	02 Aug, 2007			
A5.1	Interior Elevations	0	02 Aug, 2007			
A5.2	Interior Elevations	0	02 Aug, 2007			
A5.3	Interior Elevations	0	02 Aug, 2007			
A5.4	Interior Elevations	0	02 Aug, 2007			
A5.5	Millwork Sections	0	02 Aug, 2007			
A5.6	Enlarged Plans & Interior Details	0	02 Aug, 2007			
A5.7	Interior Elevations	0	02 Aug, 2007			
A5.8	Millwork Sections	0	02 Aug, 2007			
A6.1	Ground Floor RCP	0	02 Aug, 2007			
A6.2	First Floor RCP - North Building	0	02 Aug, 2007			
A6.3	First Floor RCP - South Building	0	02 Aug, 2007			
A6.4	Second Floor RCP - North Building	0	02 Aug, 2007			
A6.5	Second Floor RCP - South Building	0	02 Aug, 2007			
A6.6	Third Floor RCP - North Building	0	02 Aug, 2007			
A6.7	Third Floor RCP - South Building	0	02 Aug, 2007			
A6.8	Fourth Floor RCP	0	02 Aug, 2007			
ELECTRICAL						
E1	Ground Floor Electrical Demo Plan	0	02 Aug, 2007			
E10	Fourth Floor (North) Lighting Plan	0	02 Aug, 2007			
E11	1st / 2nd Floor (South) Lighting Plan	0	02 Aug, 2007			
E12	3rd Floor (South) Lighting Plan	0	02 Aug, 2007			
E13	Ground Floor Power Plan	0	02 Aug, 2007			
E14	First Floor (North) Power Plan	0	02 Aug, 2007			



PROJECT MANAGEMENT - DRAWING LOG

Project 070011 - BOONE COUNTY COURT ROOM EXPANSION

Number	Title	Revision	Rev Date	Copies Status	Bulletin	Received
E15	Second Floor (North) Power Plan	0	02 Aug, 2007			
E16	Third Floor (North) Power Plan	0	02 Aug, 2007			
E17	Fourth Floor (North) Power Plan	0	02 Aug, 2007			
E18	1st / 2nd Floor (South) Power Plan	0	02 Aug, 2007			
E19	3rd Floor (South) Power Plan	0	02 Aug, 2007			
E20	1st Floor (North) Elect. Demo Plan	0	02 Aug, 2007			
E21	Electrical Details and Schedules	0	02 Aug, 2007			
E22	Electrical Details and Schedules	0	02 Aug, 2007			
E23	Panel Schedules	0	02 Aug, 2007			
E3	2nd Floor (North) Elect. Demo Plan	0	02 Aug, 2007			
E4	1st / 2nd Floor South Elect. Demo Plans	0	02 Aug, 2007			
E5	3rd Floor Electrical Demo Plan	0	02 Aug, 2007			
E6	Ground Floor Lighting Plan	0	02 Aug, 2007			
E7	First Floor (North) Lighting Plan	0	02 Aug, 2007			
E8	Second Floor (North) Lighting Plan	0	02 Aug, 2007			
E9	Third Floor (North) Lighting Plan	0	02 Aug, 2007			
HVAC AND PLUMBING						
M1	Ground Floor Mech. Demo Plan	0	02 Aug, 2007			
M10	3rd Floor (North) Plumbing Plan	0	02 Aug, 2007			
M11	4th Floor (North) Plumbing Plan	0	02 Aug, 2007			
M12	1st / 2nd Floor (South) Plumbing Plan	0	02 Aug, 2007			
M13	3rd Floor (South) Plumbing Plan	0	02 Aug, 2007			
M14	Ground Floor Mechanical Plan	0	02 Aug, 2007			
M15	1st Floor (North) Mechanical Plan	0	02 Aug, 2007			
M16	2nd Floor (North) Mechanical Plan	0	02 Aug, 2007			
M17	3rd Floor (North) Mechanical Plan	0	02 Aug, 2007			
M18	4th Floor (North) Mechanical Plan	0	02 Aug, 2007			
M19	1st / 2nd Floor (South) Mech. Plan	0	02 Aug, 2007			
M2	1st Floor (North) Mech Demo Plan	0	02 Aug, 2007			
M20	3rd Floor (South) Mech. Plan	0	02 Aug, 2007			
M21	Mechanical Details and Schedules	0	02 Aug, 2007			
M22	Mechanical Details and Schedules	0	02 Aug, 2007			
M23	Plumbing Details and Schedules	0	02 Aug, 2007			
M24	Plumbing Details and Schedules	0	02 Aug, 2007			
M3	Mechanical Controls	0	02 Aug, 2007			
M4	2nd Floor (North) Mech Demo Plan	0	02 Aug, 2007			
M5	1st / 2nd Floor (South) Mech Demo Plan	0	02 Aug, 2007			
M6	3rd Floor Mechanical Demo Plan	0	02 Aug, 2007			
M7	Ground Floor U / G Plumbing Plan	0	02 Aug, 2007			
M8	Ground Floor A / G Plumbing Plan	0	02 Aug, 2007			
M9	1st Floor (North) Plumbing Plan	0	02 Aug, 2007			
ME1	2nd Floor (North) Plumbing Plan	0	02 Aug, 2007			
ME2	Mechanical & Elect. Symbols Legend	0	02 Aug, 2007			
ME3	Mech. / Elect. Roof Plan	0	02 Aug, 2007			
STRUCTURAL						
S0.0	General Notes	4	13 Jul, 2007			
S1.1	Foundation Plan	5	07 Aug, 2007			
S1.2	Foundation Details	0	07 Aug, 2007			
S2.1	Third Floor Framing Plan	5	07 Aug, 2007			
S2.2	Fourth Floor Framing Plan	5	07 Aug, 2007			
S2.3	Perimeter Steel	5	07 Aug, 2007			
S2.4	Roof Framing Plan	5	07 Aug, 2007			
S2.5	Bracing Elevations & Details	5	07 Aug, 2007			
S2.6	Framing Details	5	07 Aug, 2007			
S2.7	Framing Details	5	07 Aug, 2007			

Discipline:

Discipline:



01 - S. M. WILSON & CO.

PROJECT MANAGEMENT - DRAWING LOG

Project 070011 - BOONE COUNTY COURT ROOM EXPANSION

Date: 12 Oct, 2007
Time: 08:52 AM

Number _____ Title _____ Revision Rev Date _____ Copies Status _____ Bulletin _____ Received _____

END OF REPORT

Report Parameters

Project: 070011
Run Date: 12 Oct, 2007
Run Time: 08:52 AM
Operator: KATHERINE
Report Code: PM3031



AIA[®]

Document A312[™] – 1984

Performance Bond

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond: None See Last Page

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature:

Name and

Title:

(Any additional signatures appear on the last page)

SURETY

Company: (Corporate Seal)

Signature:

Name and

Title:

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE

(Architect, Engineer or other party):

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contract, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Section 3.1.

§ 3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

§ 3.1 The Owner has notified the Contractor and the Surety at its address described in Section 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

§ 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Section 3.1; and

§ 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

§ 4 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

§ 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

§ 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

§ 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

§ 5 If the Surety does not proceed as provided in Section 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Section 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

§ 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

§ 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 4; and

§ 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

§ 8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

§ 11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 12 DEFINITIONS

§ 12.1 **Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 12.2 **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 12.3 **Contractor Default:** Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

§ 12.4 **Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

§ 13 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corporate Seal)

Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

Payment Bond

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:

None

See Last Page

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____

Name and Title:

(Any additional signatures appear on the last page)

Signature: _____

Name and Title:

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

§ 1 The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 With respect to the Owner, this obligation shall be null and void if the Contractor:

§ 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

§ 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Section 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

§ 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

§ 4 The Surety shall have no obligation to Claimants under this Bond until:

§ 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

§ 4.2 Claimants who do not have a direct contract with the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

§ 5 If a notice required by Section 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

§ 6 When the Claimant has satisfied the conditions of Section 4, the Surety shall promptly and at the Surety's expense take the following actions:

§ 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

§ 6.2 Pay or arrange for payment of any undisputed amounts.

§ 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Section 4.1 or Section 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 15 DEFINITIONS

§ 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

§ 16 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corporate Seal)

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

DUAL OBLIGEE RIDER

BOND NUMBER: _____

WHEREAS, on or about the ____ day of _____, _____,

_____, as Principal, entered into a written agreement with

_____, as Obligee, for

_____ and

WHEREAS, the Principal and _____ as Surety, made, executed and delivered to said Obligee their joint and several Performance Bond, and

WHEREAS, upon the conditions herein stated, consent is hereby given by both the Principal and the Surety to include the name(s) of

S.M. Wilson & Co.

As Co-Obligee(s), said Co-Obligee having a material interest in the performance of said contract.

NOW THEREFORE, in consideration of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

The aforesaid Bond shall be and it is hereby amended as follows:

1. The name(s) S.M. Wilson & Co. as Co-Obligee(s) shall be added to said Bond as a Named Obligee.
2. The rights of the Co-Obligee(s) shall be subject to the condition precedent that all the obligations to the Principal be performed; provided, however, that the aggregate liability of the Surety under said Performance Bond to the Obligee and S.M. Wilson & Co., as their interests may appear, is limited to the penal sum of the Bond and provided, further, that the Surety may, at its option, make any payments under said Bond, and provided further, that the Surety, may at its option, make payments under said Bond by check issued jointly to the Obligee and S.M. Wilson & Co.
3. Except as herein modified, said Performance Bond shall be and remain in full force and effect.

SIGNED, SEALED AND DATED THIS ____ day of _____, _____.

PRINCIPAL

By: _____

SURETY

By: _____

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

PROJECT EXEMPTION CERTIFICATION FOR EXEMPT ENTITY CONSTRUCTION.

Name of Exempt Entity: County of Boone
Address: 801 E. Walnut
City/State/Zip: Columbia, Missouri 65201
Tax Identification Number: 12464848 **Project Identification Number:**

Project Location and Description of Project:

Contract Date:
Estimated Completion Date:
Certificate Expiration Date:

Construction Manager: S.M. Wilson & Co. **Contact Person:** Mitch Miller
Address: 2185 Hampton Avenue, St. Louis, MO 63139
Phone Number: (314) 645-9595
Contract Amount: TBD

Contractors are required to provide a copy of the project exemption certificate with the exempt entity's exemption letter.

This project exemption certificate does not allow contractors to purchase machinery, equipment or tools, used in fulfilling this contract, tax exempt.

Suppliers accepting this project exemption certificate are required to render to the contractor invoices bearing the name of the exempt entity and the project identification number.

An exempt entity that fails to revise the expiration date on this certificate as necessary to complete any work required by the contract will be liable for any sales tax determined due as a result of an audit of the contractor.

SIGNATURE OF AUTHORIZED AGENT:

Melinda Bobbitt, CPPB
Director of Purchasing

Date



MISSOURI DEPARTMENT OF REVENUE
 CUSTOMER SERVICES DIVISION
PROJECT EXEMPTION CERTIFICATE

FORM
5060
 (REV. 5-2007)

**TO BE GIVEN TO
 YOUR CONTRACTOR**

NAME OF EXEMPT ENTITY ISSUING THE CERTIFICATE		MISSOURI TAX EXEMPTION NUMBER	
County of Boone		12464848	
ADDRESS	CITY	STATE	ZIP
801 E. Walnut, Room 236	Columbia	MO	65201
BEGIN DATE FOR PROJECT	PROJECTED COMPLETION DATE	PROJECT NUMBER	
10/01/07	1/01/09	70-30Aug07 -BC #4	
DESCRIPTION OF PROJECT Complete the masonry package as identified in BC #4 for the Project known as the Boone County Courthouse Expansion.			
PROJECT LOCATION		EXPIRATION DATE	
601 E. Walnut, Columbia, MO 65201		1/01/09	
Give a signed copy of this certificate, along with a copy of your Missouri Sales/Use Tax Exemption Letter to each contractor and/or subcontractor who will be purchasing tangible personal property for use in this project. It is your responsibility to ensure the validity of the certificate. You must issue a new certificate if any of the information changes.			
EXEMPT ENTITY'S AUTHORIZED SIGNATURE			DATE
<i>Karen M. Miller</i>			10/26/07
The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to Section 144.062, RSMo.			
NAME OF PURCHASING CONTRACTOR			
Dean Hathman Masonry Company			
ADDRESS	CITY	STATE	ZIP
7500 East Richland Road	Columbia	MO	65201
Contractors present this to your supplier in order to purchase the necessary materials tax exempt. NOTE: Complete and sign bottom portion if extending certificate to your subcontractor.			
NAME OF PURCHASING SUBCONTRACTOR			
ADDRESS	CITY	STATE	ZIP
SIGNATURE OF CONTRACTOR			DATE

Missouri
Division of Labor Standards

WAGE AND HOUR SECTION



MATT BLUNT, Governor

Annual Wage Order No. 13

Section 010

BOONE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to § CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by _____

Allen E. Dillingham, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2006

Last Date Objections May Be Filed: April 10, 2006

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Effective Date of	* Basic Hourly Rates	Overtime Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker		\$28.44	55	60	\$12.76
Boilermaker		\$28.60	57	7	\$17.00
Bricklayers - Stone Mason		\$25.39	59	7	\$10.12
Carpenter		\$21.13	60	15	\$9.58
Cement Mason		\$23.58	9	3	\$8.92
Electrician (Inside Wireman)		\$28.32	28	7	\$10.50 + 13%
Communication Technician		USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor		\$34.065	26	64	\$13.241
Operating Engineer					
Group I	5/08	\$24.62	88	68	\$15.40
Group II	5/08	\$24.62	88	68	\$15.40
Group III	5/06	\$23.37	88	68	\$15.40
Group III-A	5/06	\$24.62	88	68	\$15.40
Group IV	5/08	\$22.39	88	68	\$15.40
Group V	5/08	\$25.32	86	68	\$15.40
Pipe Fitter	7/08	\$31.00	91	69	\$17.63
Glazier		\$21.75	FED		\$12.21 + 9.4%
Laborer (Building)					
		\$17.87	110	7	\$8.43
First Semi-Skilled		\$19.87	110	7	\$8.43
Second Semi-Skilled		\$18.87	110	7	\$8.43
Lather		USE CARPENTER RATE			
Linoleum Layer & Cutter		USE CARPENTER RATE			
Marble Mason		\$25.39	59	7	\$10.12
Millwright		\$22.13	60	15	\$9.58
Iron Worker		\$22.85	11	8	\$14.64
Painter		\$20.05	18	7	\$8.92
Plasterer		\$20.01	94	5	\$9.10
Plumber	7/08	\$31.00	91	69	\$17.93
Pile Driver		\$22.13	60	15	\$9.58
Roofer		\$24.75	12	4	\$8.89
Sheet Metal Worker	7/08	\$26.65	40	23	\$11.18
Sprinkler Fitter		\$28.08	33	19	\$12.65
Terrazzo Worker		\$25.39	59	7	\$10.12
Tile Setter		\$25.39	59	7	\$10.12
Truck Driver - Teamster					
Group I		\$21.00	101	5	\$7.50
Group II		\$21.65	101	5	\$7.50
Group III		\$21.15	101	5	\$7.50
Group IV		\$21.65	101	5	\$7.50
Traffic Control Service Driver					
Welders - Acetylene & Electric					

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 761-3403.

**Annual Incremental Increase

*SEE FOOTNOTE PAGE

ANNUAL WAGE ORDER NO. 13

7/08

BOONE COUNTY OVERTIME SCHEDULE
BUILDING CONSTRUCTION

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 1/2) shall be paid for all work in excess of forty (40) hours per work week.

NO. 9: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1 1/2) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1 1/2) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

NO. 12: Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1 1/2) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1 1/2) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

NO. 18: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 a.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1 1/2). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1 1/2).

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight-time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4)-ten (10) hour day workweek has been established, will be paid at two times (2) the single time-rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

BOONE COUNTY OVERTIME SCHEDULE
BUILDING CONSTRUCTION

NO. 28: Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday; if a holiday falls within that week it shall be a consecutive work day. (Alternate: if a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

NO. 33: Means the standard work day shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time; Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 7:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

NO. 55: Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, all time worked on Saturday, shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay.

BOONE COUNTY OVERTIME SCHEDULE
BUILDING CONSTRUCTION

NO. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

NO. 60: Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. SATURDAY MAKE-UP DAY: If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. Friday must be scheduled for no more than ten (10) hours at the straight time rate, but all hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting at 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. NOTE: All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

NO. 65: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half (3½) and five (5) hours after starting time. The starting time may be advanced by two (2) hours or delayed one (1) hour by the employer from the regular starting time. All work performed before the advanced starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or recognized holidays shall be paid at the double (2) time rate. When the start time is delayed past 9:00 a.m., the employee's pay shall start at 9:00 a.m. and all time, after the normal quitting time (5:30 p.m.), shall be paid at the overtime rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

BOONE COUNTY OVERTIME SCHEDULE
BUILDING CONSTRUCTION

NO. 86: Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1 1/2) of the hourly rate plus an amount equal to one-half (1/2) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

NO. 87: Means eight (8) hours starting between 6:00 a.m. and 8:00 a.m. and ending between 2:30 p.m. and 4:30 p.m. at the Employer's discretion shall constitute a day's work. Any work prior to 6:00 a.m. or after eight (8) hours shall be paid at the overtime rate. Five (5) days from Monday through Friday inclusive shall constitute a regular work week. All hours before and after these regular hours shall be considered overtime and shall be paid for at the rate of double (2) time. All work on Saturday and Sunday shall be paid at double (2) the prevailing scale of wages.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 p.m., allowing one-half (1/2) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1 1/2) for work performed before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1 1/2) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Saturdays, Sundays and recognized holidays shall be paid at the double (2) time rate of pay.

NO. 94: Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1 1/2) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

NO. 101: Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1 1/2) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10)-hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

BOONE COUNTY OVERTIME SCHEDULE
BUILDING CONSTRUCTION

NO. 110: Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (flood and mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. Friday must be scheduled for at least eight (8) hours and no more than ten (10) hours at the straight time rate, but all hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate.

BOONE COUNTY
HOLIDAY SCHEDULE - BUILDING CONSTRUCTION

NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

NO. 7: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

NO. 8: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

NO. 15: All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.

NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered the holiday and all work performed on said day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered the holiday and all work performed on said day shall be at the double (2) time rate.

NO. 23: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday.

NO. 31: All work done on New Year's Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and Employee's Birthday shall be paid at the double time rate of pay. If a holiday falls on Sunday, the following Monday will be observed as the recognized holiday. If a holiday falls on Saturday, the preceding Friday will be observed as the recognized holiday.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 60: All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

NO. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

**BOONE COUNTY
HOLIDAY SCHEDULE - BUILDING CONSTRUCTION**

NO. 59: All work performed on New Year's Day, Decoration Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas will also be holidays; but if the employer chooses to work these days, the employee will be paid at straight-time rate of pay. If a holiday falls on a Sunday in a particular year, the holiday will be observed on the following Monday.

OCCUPATIONAL TITLE	*Effective Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
CARPENTER					
Journeyman	5/06	\$26.18	7	16	\$9.49
Millwright	5/06	\$26.18	7	16	\$9.49
Pile Driver Worker	5/06	\$26.18	7	16	\$9.49
OPERATING ENGINEER					
Group I	5/06	\$23.70	21	5	\$15.31
Group II	5/06	\$23.38	21	5	\$15.31
Group III	5/06	\$23.15	21	5	\$15.31
Group IV	5/06	\$19.50	21	5	\$15.31
Oiler-Driver	5/06	\$19.50	21	5	\$15.31
LABORER					
General Laborer	5/06	\$22.52	2	4	\$8.13
Skilled Laborer	5/06	\$23.12	2	4	\$8.13
TRUCK DRIVER - TEAMSTER					
Group I	5/06	\$24.27	22	19	\$8.00
Group II	5/06	\$24.43	22	19	\$8.00
Group III	5/06	\$24.42	22	19	\$8.00
Group IV	5/06	\$24.54	22	19	\$8.00

For the occupational titles not listed on the Heavy Construction Rate Sheet, use Rates shown on the Building Construction Rate Sheet.

BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work.

NO. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost from holidays. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

NO. 21: Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

BOONE COUNTY
HOLIDAY SCHEDULE - HEAVY CONSTRUCTION

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the double time rate of pay. When a holiday falls on a Sunday, Monday shall be observed.

NO. 5: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four (4) 10's Monday through Thursday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 19: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

Adair, Audrain, Boone, Callaway, Camden, Carter, Charlton, Clark, Cole, Cooper, Crawford, DeWitt, Franklin, Gasconade, Howard, Howell, Iron, Jefferson, Knox, Lewis, Lincoln, Linn, Macon, Marion, Miller, Moniteau, Monroe, Montgomery, Morgan, Oregon, Osage, Perry, Phelps, Pike, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, St. Charles, St. Francois, St. Louis City, St. Louis County, Ste. Genevieve, Schuyler, Scotland, Shannon, Shelby, Sullivan, Texas, Warren, and Washington

COMMERCIAL WORK

Occupational Title	Basic	Total
	Hourly Rate	Fringe Benefits
Journeyman Lineman	\$30.30	\$4.75 + 41.3%
Lineman Operator	\$27.04	\$4.75 + 41.3%
Groundman	\$21.22	\$4.75 + 41.3%

OVERTIME RATE: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 3:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

HOLIDAY RATE: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday.

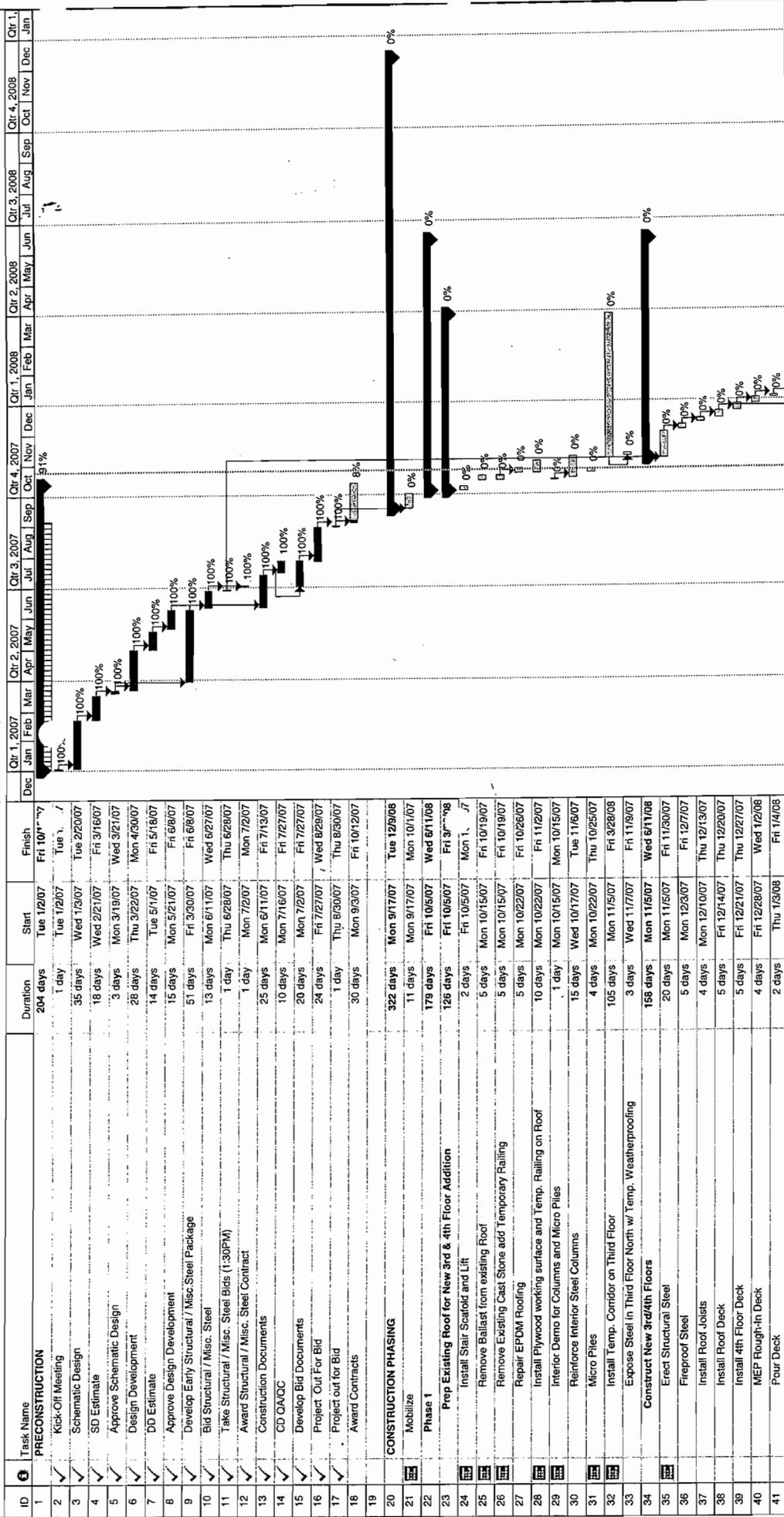
UTILITY WORK

Occupational Title	Basic	Total
	Hourly Rate	Fringe Benefits
Journeyman Lineman	\$30.30	\$4.75 + 37.3%
Lineman Operator	\$26.16	\$4.75 + 37.3%
Groundman	\$20.23	\$4.75 + 37.3%

OVERTIME RATE: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 3:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

HOLIDAY RATE: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday.

Boone County Courthouse Project Schedule



Project: Boone County Courthouse
Date: Thu 10/25/07

Task Progress
 Baseline
 Baseline Split
 Baseline Milestone
 Milestone

Summary Progress
 Summary
 Rolled Up Critical
 Rolled Up Critical Split

Rolled Up Task
 Rolled Up Task
 Rolled Up Task Split
 Rolled Up Task Progress
 Rolled Up Task Baseline
 Rolled Up Task Milestone

Rolled Up Milestone
 External Tasks
 Project Summary
 External Milestone
 Deadline

Performance Bond

Conforms with the American Institute of Architects, AIA Document A312.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Dean Hathman Masonry Company
7500 East Richland Road
Columbia, Missouri 65201

SURETY (Name and Principal Place of Business):
Berkley Regional Insurance Company
P.O. Box 1594
Des Moines, IA 50306

OWNER (Name and Address):
County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201

CONSTRUCTION CONTRACT

Date: October 25, 2007

Amount: Six Hundred Eighteen Thousand Six Hundred Dollars and 00/100 (\$618,600.00)

Description (Name and Location): Project 070011 - County of Boone 13th Judicial Courts Expansion
705 E. Walnut Street, Columbia, MO 65201

BOND

Date (Not earlier than Construction Contract Date): January 24, 2008

Amount: Six Hundred Eighteen Thousand Six Hundred Dollars and 00/100 (\$618,600.00)

Modifications to this Bond:

None

See Page 2

CONTRACTOR AS PRINCIPAL

Company:
Dean Hathman Masonry Company

100
(Corporate Seal)

SURETY

Company:
Berkley Regional Insurance Company (Corporate Seal)

Signature: *[Signature]*

Name and Title:

(Any additional signatures appear on page 2.)

(FOR INFORMATION ONLY - Name, Address and Telephone) AGENT or BROKER: Winter-Dent & Company
P.O. Box 1046, Jefferson City, MO 65102
(573) 634-2122

Signature: *[Signature]*

Name and Title: Kris L. Bennett, Attorney-in-Fact

OWNER'S REPRESENTATIVE (Architect, Engineer or other party): Butler Rosenbury & Partners
319 North Main, Suite 200
Springfield, MO 65806

perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:



4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the extent of the amount of this Bond, but subject to commitment by the Owner to use the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
- 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS: N/A

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

Payment Bond

Conforms with the American Institute of Architects, AIA Document A312.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Dean Hathman Masonry Company
7500 East Richland Road
Columbia, Missouri 65201

SURETY (Name and Principal Place of Business):
Berkley Regional Insurance Company
P.O. Box 1594
Des Moines, IA 50306

OWNER (Name and Address):
County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201

CONSTRUCTION CONTRACT

Date: October 25, 2007

Amount: Six Hundred Eighteen Thousand Six Hundred Dollars and 00/100 (\$618,600.00)

Description (Name and Location): Project 070011 - County of Boone 13th Judicial Courts Expansion
705 E. Walnut Street, Columbia, MO 65201

BOND

Date(Not earlier than Construction Contract Date): January 24, 2008

Amount: Six Hundred Eighteen Thousand Six Hundred Dollars and 00/100 (\$618,600.00)

Modifications to this Bond:

None

See Page 2

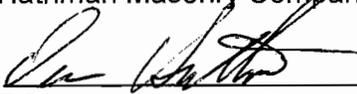
CONTRACTOR AS PRINCIPAL

Company:
Dean Hathman Masonry Company

HS
(Corporate Seal)

SURETY

Company: Berkley Regional Insurance Company (Corporate Seal)

Signature: 

Name and Title:

(Any additional signatures appear on page 2.)

(FOR INFORMATION ONLY - Name, Address and Telephone) AGENT or BROKER: Winter-Dent & Company
P.O. Box 1046, Jefferson City, MO 65102
(573) 634-2122

Signature: 

Name and Title: Klys L. Bennett, Attorney-in-Fact

OWNER'S REPRESENTATIVE (Architect, Engineer or other party): Butler Rosenbury & Partners
319 North Main, Suite 200
Springfield, MO 65806

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

- .2** Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - .3** Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
- 5** If a notice required by paragraph 4 is given by Owner to the Contractor or to the Surety, that is sufficient compliance.
- 6** When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
- 6.1** Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2** Pay or arrange for payment of any undisputed amounts.
- 7** The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 8** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- 9** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- 10** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 11** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which

the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4. 1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS: N/A

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
 Company: _____ (Corporate Seal)
 Signature: _____
 Name and Title: _____
 Address: _____

SURETY
 Company: _____ (Corporate Seal)
 Signature: _____
 Name and Title: _____
 Address: _____

POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, Connecticut, has made, constituted and appointed, and does by these presents make, constitute and appoint:

Kris L. Bennett, Louis A. Landwehr or Charles E. Trabue of Landwehr Insurance Services, Inc. dba Winter-Dent & Company of Jefferson City, MO

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Five Million and 00/100 Dollars (\$5,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 4 day of June, 2006.

Attest:

Berkley Regional Insurance Company

(Seal)

By Ira S. Lederman
Senior Vice President & Secretary

By Robert P. Cole
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 6 day of June, 2006, by Robert P. Cole and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

EILEEN K. KILLEEN
NOTARY PUBLIC

Eileen K. Killeen
Notary Public, State of Connecticut

MY COMMISSION EXPIRES 6/30/2007

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 24th day of January 2008

(Seal)

John F. Beers

**TO BE ATTACHED TO ALL MISSOURI POLICIES
AND CONTRACTS**

BERKLEY REGIONAL INSURANCE COMPANY
11201 DOUGLAS AVENUE
DES MOINES, IA 50306-1594
PHONE: (515)473-3358

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID DV DEANH-1	DATE (MM/DD/YYYY) 02/11/08
PRODUCER Winter-Dent & Company 1031 McCarty Street P.O. Box 1046 Jefferson City MO 65102-1046 Phone: 573-634-2122 Fax: 573-636-7500		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
INSURED		INSURERS AFFORDING COVERAGE	NAIC #
Dean Hathman Masonry Co, LLC 7500 E. Richland Road Columbia MO 65201		INSURER A AMCO Insurance Company	
		INSURER B Nationwide Mutual Insurance Co	
		INSURER C MO Employers Mutual Ins. Co.	10191
		INSURER D	

COVERAGES

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

INSR	INDU	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ. <input type="checkbox"/> SJECT <input type="checkbox"/> LOC	GLAO7141178960	11/14/07	11/14/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP ACC \$ 2,000,000
B		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA7141178960	11/14/07	11/14/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION #0	CAA7141178960	11/14/07	11/14/08	EACH OCCURRENCE \$ 400,000 AGGREGATE \$ 400,000
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	511165	11/22/07	11/22/08	<input checked="" type="checkbox"/> WS/STALL/OTHR/OTHR LIMITS E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: Job No 070011, Boone County Courtroom Expansion, Columbia, MO. SM Wilson & Co, & Boone County MO thru Boone County Commission are additional insureds under Gen Liability, Automobile and Excess Liability. Coverage is primary and noncontributory to additional insured's coverage. Waiver of subrogation applies where permissible by law. See CG 7610 per attached.

CERTIFICATE HOLDER SMW11-5 S.M. Wilson & Co. 2185 Hampton Ave St. Louis MO 63139	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
---	---

POLICY NUMBER: ACP GLDO 7151178960

COMMERCIAL GENERAL LIABILITY
CG 71 80 08 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
SM Wilson & Co and Boone County Missouri through the Boone County Commission	Project: Job No 070011. Boone County Courtroom Expansion, Columbia, MO
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

B. With respect to the insurance provided to the person or organization shown in the Schedule of the Endorsement the following provisions apply:

1. We will have the right and duty to defend the additional insured against any "suit" seeking damages to which this endorsement applies. However, our duty to defend the additional insured is limited to defending only those claims or "suits" specifically pertaining to "bodily injury" or "property damage" caused by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard". We will have no duty to defend any claims or "suit" pertaining to any other liability on the part of the additional insured.
2. This insurance does not apply to liability arising out of the sole negligence or willful misconduct of the additional insured.

All terms and conditions of this policy apply unless modified by this endorsement.

2185 Hampton Avenue
 P. O. Box 5210
 St. Louis, MO 63139
 Phone: 314/645-9595
 Fax: 314/644-2249 Accounting Dept.

S W WILSON & CO.

Fax

To: Melinda Bobbitt From: Teresa Hecker
 Fax: 573.886.4390 Pages: 3
 Phone: 573.886.4391 Date: 2.13.08
 Re: Dean Hathman CC:
 Masonry

Urgent For Review Please Comment Please Reply Please Recycle

• Comments:

Melinda,
 I've included their
 additional insured endorsement.
 This is being endorsed onto
 their policy, and they will
 send the actual endorsement
 once that occurs.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the July Adjourned

Term. 20 07

In the County Commission of said county, on the

25th day of September 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 45-09AUG07 – Snow and Ice Control Services Term and Supply as follows:

Tiger Striping LLC

Option One – One truck @ \$225 per hour

Option Two – Three truck @ \$245 per hour

Foundations of Columbia, Inc.

Option One – One truck @ \$250 per hour

Option Two – One truck @ \$250 per hour

Diamond “C” Services

Option One – Two trucks @ 280 per hour

Option Two – One truck @ \$295 per hour

Greg Alderson Trucking and Excavating-G.A.T.E. LLC

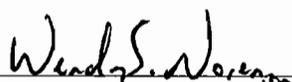
Option One – Two trucks @ \$250 per hour

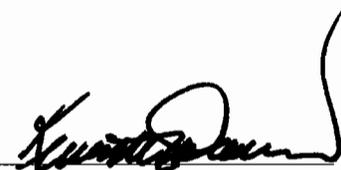
Grant Excavating, LLC

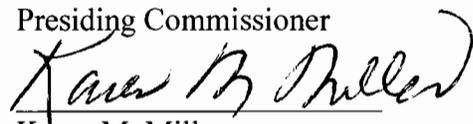
Option One – One truck @ \$250 per hour

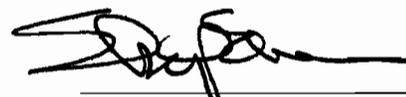
Done this 25th day of September, 2007.

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

**PURCHASE AGREEMENT
FOR
SNOW AND ICE CONTROL SERVICES TERM AND SUPPLY**

THIS AGREEMENT dated the 25th day of September 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Foundations of Columbia, 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 **Snow and Ice Control Services Term and Supply**, County of Boone Request for Bid, bid number **45-09AUG07**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Addendum #1, as well as the Contractor's bid response dated August 8, 2007 and executed by Mitch Buchanan, 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 September 01, 2007 and extend through August 31, 2008 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **one truck @ \$250 per hour for Snow and Ice Control Services for Option 1 – Medium Duty – Plow & V-Box Spreader, 4-WD Pickup or Flatbed Truck and one truck @ \$250 per hour for Snow and Ice Control Services for Option 2 – Medium/Heavy Duty Plow and V-Box Spreader**. Vehicles shall be fully equipped as described 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 County.

4. Service - Contractor agrees to provide the services as outlined in the bid specifications.

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

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

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

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

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

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

FOUNDATIONS OF COLUMBIA, INC

by _____

title _____

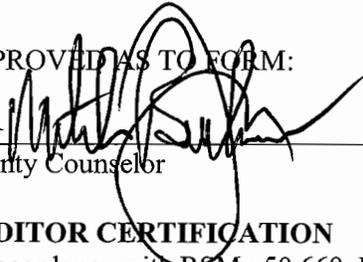
address _____

BOONE COUNTY, MISSOURI

by: Boone County Commission

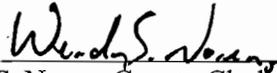

Kenneth M. Pearson, Presiding Commissioner

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 of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

No Encumbrance Required

Signature by *cg*

9/18/07

Date

2040/71100 Term/Supply

Appropriation Account

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID NS
FOUND-1

DATE (MM/DD/YYYY)
10/18/07

PRODUCER Naught-Naught/Columbia 3008 S. Providence Columbia MO 65203 Phone: 573-874-3102 Fax: 866-779-8102		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Foundations of Columbia, Inc. Columbia Waterproofing, Inc. 3425 N. McGill Pointe Dr. Rocheport MO 65279		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Hawkeye-Security Insurance	36919
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Addl Insrdr GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CCP9753686	09/05/07	09/05/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> ANY AUTO	BA9754086	09/05/07	09/05/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC9755786	09/05/07	09/05/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

CITYOCO City of Columbia PO Box 6015 Columbia MO 65205-6015	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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BOONE COUNTY, MISSOURI
Request for Bid #: 45-09AUG07-Snow & Ice Control Services

ADDENDUM #1 - (Issued July 31, 2007)

This addendum is issued in accordance with the Scope of Services of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's bid response.

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

- 1) REPLACE Boone County Insurance Requirements in paragraphs 2.13. through 2.13.6. of bid with the following:

2.13. Boone County Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

2.13.1. Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

2.13.2. Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

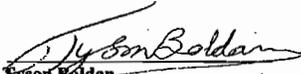
Build
Revised

2.13.3. COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

2.13.4. Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

2.13.5. INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

By:


Tyson Boldan,
Office Specialist

OFFEROR has examined copy of Addendum #1 to Request for Bid # 45-09AUG07-Snow & Ice Control Services receipt of which is hereby acknowledged.

Company Name:

Address:

Phone Number:

Fax Number:

Authorized Representative Signature:

Date:

Authorized Representative Printed Name:

4. Response Form

4.1. Company Name: Foundations of Columbia, Inc
 4.2. Address: 3425 McGill Pointe Dr
 4.3. City/Zip: Rockport, MO 65279
 4.4. Phone Number: 573-446-2111
 4.5. Fax Number: 573-446-2111
 4.6. Federal Tax ID: 43-1603403
 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.7. **PRICING-Bidders are bidding the services by the hour for each type of vehicle and equipment requested. Routes will be based on the number of bidders and will be determined after review of the bids.**

OPTION 1

Medium Duty Plow & V-Box Spreader

Minimum - ¾ Ton 4WD Pickup or Flatbed
 7 ½' blade (sidekicks included)
 Dual Wheeled Vehicles – 8 ½' blade (sidekicks included)
 2.0 C.Y. (struck capacity) V-Box Spreader
 Please describe each vehicle bidding, including year, make, and model

	Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
#1 Licensed Capacity <u>8000</u> lbs	\$ <u>235</u>	\$ <u>15⁰⁰</u>	\$ <u>250</u>
#2 Licensed Capacity _____ lbs	\$ _____	\$ _____	\$ _____
#3 Licensed Capacity _____ lbs	\$ _____	\$ _____	\$ _____
#4 Licensed Capacity _____ lbs	\$ _____	\$ _____	\$ _____

OPTION 2

Medium/ Heavy Duty Plow & V-Box Spreader

Minimum - Single Axle Dump Truck or - 1 Ton Flatbed Truck

Maximum turning radius of 36'

10' blade (sidekicks included)

4.0 C.Y. (struck capacity) Bulk Spreader

Please describe each vehicle bidding, including year, make, and model

- #1 Licensed Capacity 1800 lbs
- #2 Licensed Capacity _____ lbs
- #3 Licensed Capacity _____ lbs
- #4 Licensed Capacity _____ lbs

Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
\$ <u>235</u>	\$ <u>15</u>	\$ <u>250</u>
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____

OPTION 3

Light Duty – Plow & Tailgate Spreader

Minimum - ¾ Ton 4 WD Pickup or Flatbed

7 ½' blade (sidekicks included)

Dual Wheeled Vehicles – 8 ½' blade (sidekicks included)

Min. 500lb spreader capacity w/vehicle capable of hauling 1,500 lbs of material

Please describe each vehicle bidding, including year, make, and model

- #1 Licensed Capacity _____ lbs
- #2 Licensed Capacity _____ lbs
- #3 Licensed Capacity _____ lbs
- #4 Licensed Capacity _____ lbs

Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
\$ <u>235</u>	\$ <u>15</u>	\$ <u>250</u>
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____

OPTION 4

Light Duty – Plow Only

Minimum - ¾ Ton 4 WD Pickup or Flatbed

7 ½' blade (sidekicks included)

Dual Wheeled Vehicles – 8 ½' blade (sidekicks included)

Please describe each vehicle bidding, including year, make, and model

#1 *2000 Ford*

Licensed Capacity 1800 lbs

#2

Licensed Capacity _____ lbs

#3

Licensed Capacity _____ lbs

#4

Licensed Capacity _____ lbs

Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
\$ <u>235⁰⁰</u>	\$ <u>15⁰⁰</u>	\$ <u>250⁰⁰</u>
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____

4.7.1. **Renewals**-Bidders shall provide proposed maximum dollar amounts of increases for potential renewal periods. Acceptance of proposed renewal pricing is at the sole discretion of the County.

Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
\$ <u>235⁰⁰</u>	\$ <u>15⁰⁰</u>	\$ <u>250⁰⁰</u>
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____

Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
\$ <u>235⁰⁰</u>	\$ <u>15⁰⁰</u>	\$ <u>250⁰⁰</u>
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____

- 4.8. List all contact names, telephone numbers, cellular telephone numbers, and/or pager numbers. Use additional sheets if required.

Mitch Buchanan 573-446-2111
Ken Campbell 864-3836

- 4.9. **References** – Bidder must provide three (3) references for services rendered to commercial clients, which are similar in size and scope.

4.9.1. **Reference #1**

Individual Name: Kevin Pickett
Company Name: Mid City Lumber
Address:
Telephone: 474-9531
Brief Description of Work: SNOW Removal

4.9.2. **Reference #2**

Individual Name: Nifong
Company Name: HARDEE SQUARE
Address:
Telephone:
Brief Description of Work: SNOW Removal

4.9.3. **Reference #3**

Individual Name: Rex Building Supply
Company Name:
Address:
Telephone:
Brief Description of Work: SNOW Removal

PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE

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

- 4.10.1. Authorized Representative (Sign By Hand):

 Date: 8-8-07

- 4.10.2. Print Name and Title of Authorized Representative

Mitch Buchanan Date: 8-8-07

5.0

Vehicle Inspection Check List

Bid Option _____

Date of Inspection _____

BCPW ID # Assigned _____ (approved vehicles only)

- Make of Vehicle Ford Size of Vehicle 1 Ton Year 2000
- Type of Bed Long Vehicle Color Brown
- License # _____
- Plow Manufacturer Weston Model # _____ Width 7 1/2
- Plow Up _____ Plow Down _____ Plow Left _____ Plow Right _____
- Spreader Manufacturer _____ Model # _____ Capacity _____
- Spreader controls in cab _____
- Spreader on _____ Spreader off X
- Meets Manufacturers Recommendations for Equipment installed. (Must include load capacity)
- Re - Inspection Required _____
- Additional Comments:

- Authorized for Inspection Payment _____ Date _____



Boone County Purchasing
601 E. Walnut, Room 205
Columbia, MO 65201

Standard Terms and Conditions

Tyson Boldan, CPPB, Purchasing Clerk
Phone: (573) 886-4394 – Fax: (573) 886-4390

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



"No Bid" Response Form

Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Tyson Boldan, CPPB, Purchasing Clerk
(573) 886-4394 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

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

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

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

Bid: 45-09AUG07 – Snow & Ice Control Services

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:



BOONE COUNTY, MISSOURI
Request for Bid #: 45-09AUG07-Snow & Ice Control Services

ADDENDUM #1 - (Issued July 31, 2007)

This addendum is issued in accordance with the Scope of Services of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's bid response.

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

- 1) REPLACE Boone County Insurance Requirements in paragraphs 2.13. through 2.13.6. of bid with the following:

2.13. Boone County Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

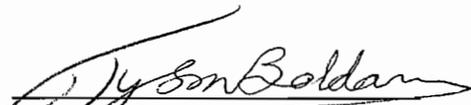
2.13.1. Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

2.13.2. Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

2.13.3. COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

2.13.4. Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

2.13.5. INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

By: 
Fyson Boldan,
Office Specialist

OFFEROR has examined copy of Addendum #1 to Request for Bid # *45-09AUG07-Snow & Ice Control Services* receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____
Authorized Representative Printed Name: _____



Request for Bid (Bid)

Boone County Purchasing

601 E. Walnut, Room 208

Columbia, MO 65201

Tyson Boldan, Office Specialist

Phone: (573) 886-4394 Fax: (573) 886-4390

Email: tboldan@boonecountymo.org

Bid Data

Bid Number: **45-09AUG07**

Commodity Title: **Snow and Ice Control Services Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **THURSDAY, August 09, 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 205
Columbia, MO 65201

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

Bid Opening

Day / Date: **THURSDAY, August 09, 2007**

Time: **10:30 A.M.**

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

Bid Contents

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

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 1) the provisions of the Contract (as it may be amended);
 2) the provisions of the Bid;
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract period resulting from this Bid will have an initial term from September 1, 2007 through August 31, 2008, and may be automatically renewed for an additional two (2) years unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS/SERVICE TO BE PROVIDED** – For the furnishing of **Snow and Ice Control Services** for Boone County subdivisions and other assigned streets. Snow removal shall be defined as the complete and total relocation of fallen and drifting snow in the traveled roadway.
- 2.1.2. An “Event” shall be defined as the period of time during which emergency snow removal procedures are initiated and deemed completed by the Boone County Public Works Department. If applicable, a new event will be identified when a span of twelve hours separates snowfalls. The required services shall be extended to include ice control activities as specified herein.
- 2.1.3. Boone County intends to initiate an event when there is approximately two inches (2”) of snowfall accumulation on the roads and may initiate an event for lesser accumulations or for an ice event. It is at Boone County’s sole discretion as to whether or not to call out snow contractors. Two inches is used as a **guideline** and we will also consider the weather forecast in our decision making process. The County intends to use the contractors as it deems necessary and reasonable to provide efficient and effective service to the citizens of Boone County. Contractors will be directed at call out on how to proceed. **The following three (3) scenarios will apply:** 1. **Heavy snow** is predicted, contractors shall open all intersections, apply salt as described and blade a minimum of twenty-two (22) feet in width for the entire group and order assigned. Once all roadways within group have been opened and intersections salted, contractor shall start with the last group and work backwards until all roadways have been plowed from curb to curb or edge to edge. Additional applications of salt may be required and will be directed by BCPW. 2. **Light snow** is predicted. Contractor shall open all intersections; apply salt as described and blade from curb to curb and edge to edge. 3. **Icing Event** – Contractors will be called out to apply salt in all intersections and other assigned areas. Not all trucks may be called out for icing events.
- 2.2. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.3. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.5. **MINIMUM SNOW REMOVAL AND ICE CONTROL SERVICES**
- 2.5.1. A Contractor shall not supplement approved equipment with equipment that is not approved.
- 2.5.2. Contractor will be assigned a route or routes by Boone County Public Works once all contract awards are approved by the County Commission. – **Routes will generally be designed for completion of services within 8 – 12 hours for an average storm event and will vary based upon the total number of contractors.** Contractor may be reassigned to assist in other routes upon request of the Director of Public Works or their designee. Contractor shall allow assistance by others as deemed necessary by Boone County Public Works and shall only invoice for hours actually worked at the bid rate.
- 2.5.3. The goal for the services bid is to provide the safest environment possible for the traveling public within Boone County Maintained Right of Ways during snow and ice events. The Contractor(s) shall work continuously with approved equipment while plowing, plowing and spreading, or spreading materials as assigned in order to keep the roads passable at all times. Priorities shall be the routes established, (to be created after bids are awarded and approved by the County Commission) unless otherwise directed by the Director of Public Works or their designee. All snow and ice removal activities shall be done in specified order starting with page one unless

- otherwise directed.
- 2.5.4. The traveled roadway shall include the entire roadway surface occupied between the curbs or edge of pavement on non-curbed streets. All pushed snow must be placed in an area that does not create any driving hazards.
- 2.5.5. It is not acceptable for the Contractor to push snow onto a roadway where the County or another agency provides the snow removal services. The County has specific snow routes and it should **not** be assumed that they would remove any snow deposited by your firm. Snow shall not be pushed into a private driveway, **in front of mailboxes, or storm drainage structures**, except for the normal windrow of the plow.
- 2.5.6. Ice Control will include the application of Rock Salt (NaCl) and / or abrasive mixes. The County will supply the ice control materials in bags or bulk as needed and will load during the events only from the Boone County South Facility. Additional materials may be required during an event, therefore contractors will be paid for the time it takes to re-supply and re-mobilize. Materials shall be placed only on county maintained roadways designated by the routes unless otherwise directed by the Director of Public Works or their designee.
- 2.5.7. The applications of ice control materials shall be made at **all** intersecting streets as measured 100 feet from the center of the intersection or otherwise directed or shown on the route maps.
- 2.5.8. **Ice Control Application Rates:** Application rates will be determined by Boone County Public Works.
- 2.5.9. The County reserves the right to ask for reapplication of ice control or redo areas that were plowed if performance is deemed insufficient. Contractor will be required to reapply in a timely manner.
- 2.5.10. **EXCEPTION TO BOTH SNOW REMOVAL AND ICE CONTROL** - An exception to the removal requirement shall be made for vehicles parked on the street. These areas **will not** require manual labor for removal of snow or the treatment of ice cover to the curb.
- 2.6. **MINIMUM EQUIPMENT SPECIFICATIONS**
- 2.6.1. Contractor will have the following options to bid on. **Contractor is not required to bid all options.**

OPTION 1 Medium Duty – Plow & V - Box Spreader

Minimum – ¾ Ton 4 Wheel Drive Pickup or Flatbed Truck equipped with a 7 ½' blade and V - Box Slide In Spreader capable of holding 2.0 C.Y. (Struck Capacity).

- A dual wheeled vehicle shall provide a 8 ½' blade with the same minimum spreader specifications.

(See 2.6.3 – 2.6.5 for additional requirements).

OPTION 2 Medium / Heavy Duty – Plow & V – Box Spreader

Minimum – Single Axle Dump Truck or 1 Ton Flatbed Truck with maximum turning radius of 36' and equipped with a 10' blade and 9' V - Box Spreader capable of holding 4.0 C.Y. (Struck Capacity). (See 2.6.3 – 2.6.5 for additional requirements).

OPTION 3 Light Duty – Plow & Tailgate Spreader

Minimum – ¾ Ton 4 Wheel Drive Pickup or Flatbed Truck equipped with a minimum 500 lb. Tailgate Spreader and the capability of hauling 1,500 lbs of salt.

- A dual wheeled vehicle shall provide an 8 ½' blade.

(See 2.6.3 – 2.6.5 for additional requirements)

OPTION 4 Light Duty – Plow Only

Minimum – ¾ Ton 4 Wheel Drive Pickup or Flatbed Truck equipped with a 7 ½' blade.

- A dual wheeled vehicle shall provide an 8 ½' blade.

(See 2.6.3 – 2.6.5 for additional requirements).

- 2.6.2. Units shall have cab mounted plow and spreader controls to allow one-man operation. Plows shall be capable of being raised, lowered and with the ability to rotate to the left and to the right.
- 2.6.3. Material spreader shall be capable of evenly distributing free flowing granular materials over an area at least one travel lane in width. The spreader shall be a device specifically designed for snow and ice control operations which will distribute salt over the roadway at a variable or calibrated rate.
- 2.6.4. **OPERATOR TRAINING / VEHICLE INSPECTIONS** – Operator training and vehicle inspections will be performed at the Pre-Season Snow Contractors Meeting conducted in late October. All equipment that is awarded must be presented at this time for inspection. Only approved vehicles will be used in performance of this contract. **A copy of the required check list is attached as 5.0.**
- 2.6.5. Contractor shall receive \$250.00 for each vehicle awarded that is presented and passes the Mandatory Items required for inspection at the Pre-Season Snow Contractors Meeting, to be used in conjunction with this contract. All equipment must be mounted and operational. **If any of the mandatory items required (including driver) are not presented or pass inspection, the Contractor will not be awarded the \$250.00 for that vehicle.** Vehicles and equipment required by contract that are not presented for the inspection or pass the inspection, must be scheduled for a re-inspection during normal working hours. Additional vehicles and equipment that may be used as substitutes may be inspected at the Pre-Season Snow Contractors Meeting, but will not receive any compensation for such. **Renewals – If the County chooses to renew the contracts as per this agreement, Contractors will be obligated to attend the Pre-Season Snow Contractors Meeting each subsequent year. Compensation under this initial contract will remain in effect for all renewals as long as contractor provides the necessary equipment and documentation as required.**
- 2.6.6. All operators and / or supervisors committed to carrying out the terms of this contract are **required** to attend this meeting.
- 2.6.7. The County specifically reserves the right to discontinue using any unit of equipment at any time, with the County being the sole judge as to whether or not the equipment is performing satisfactorily.
- 2.7. **RESPONSE TIME** - The Contractor(s) will be required to respond within one (1) hour from notification to proceed or as directed by the Director of Public Works or their designee. The Contractor(s) shall execute the work continuously and in an orderly, timely and efficient manner. Contractor shall not deviate from assigned snow route nor execute any other work while performing under this contract with the County. The primary objective will be to provide driving conditions that will allow for the safe passage of all emergency and general public vehicles.
- 2.7.1. All equipment and personnel placed on contract as a result of this bid must be available upon request at anytime on a twenty-four (24) hour day, seven (7) day a week basis, and shall be employed as directed by the Director of Public Works or their designee. Contractors are required to supply the County with methods of contact at beginning of event. Methods of contact include home phone number, pager number, etc.
- 2.8. **CONTRACTOR'S RESPONSIBILITIES**
- 2.8.1. Contractor(s) are required to identify their equipment in their bid response. Upon execution of the contract, the Public Works Department will inspect the Contractor(s) equipment including plows and spreaders.

- 2.8.2. Contractor(s) shall keep all equipment in good working order and possess a valid vehicle inspection in accordance with Missouri State law. The contractor must also ensure that the vehicle and equipment do not exceed the vehicle's license rating.
- 2.8.3. Contractor(s) shall equip each vehicle with a mobile phone and file that phone number and any changes that occur during the contract period with the Public Works Department. A \$50.00 deduction may be applied for each occasion during the event upon which an operator could not be successfully contacted or reached over a cellular phone not to exceed \$150.00 per event.
- 2.8.4. Contractor(s) shall immediately notify the Public Works Department if Contractor is unable to perform any aspect of contracted duties. This includes all breakdowns, breaks, lunch / dinner and any other reason that has placed the vehicle out of service.
- 2.8.5. Contractor(s) must insure that each operator is insurable, properly licensed, and fit for duty. Arrangements for substitute drivers shall be the responsibility of the contractor should it be necessary.
- 2.8.6. Contractor(s) shall report any damage to the property of others or bodily injury of others, to their insurance company for restitution or make other arrangements with the owner to repair or compensate. The Public Works Department shall be notified of any such event. The Contractor is responsible for obtaining a police report from the appropriate law enforcement agency.
- 2.8.7. If mailboxes are damaged during operations beyond use by the U.S. Postal Service, a temporary box will be installed within 24 hours by the Contractor. Permanent repairs will be scheduled with the homeowner/business and the Public Works Department will be notified of scheduling.
- 2.9. **EVALUATION OF CONTRACT AWARD**
- 2.9.1. Awards will be based on bid responses meeting the minimum specifications and which bids have been determined to provide the greatest value to the county. Previous contract performance will be taken into consideration upon bid award.
- 2.10. **PAYMENT PER UNIT**
- 2.10.1. The payment for each unit of equipment will be for the actual "operating" time at the bid hourly rate. Time will be verified by the Contractor for each piece of equipment. The actual time on and off the job shall be as certified by the designated County representative. The start time will commence for OPTIONS #'s 1, 2 & 3 when Contractor checks in at the Boone County Public Works South Facility. Start time will commence for OPTION # 4 once Contractor reports to the designated route and calls in to our on call services. Stop time is when Contractor is relieved from duty by the Director of Public Works or their designee. All equipment is expected to be fueled and the operator ready to work before arriving.
- 2.10.2. Hourly rates submitted shall include supervision, the operator, fuel, lubricants, tire chains, supplies (excluding salt), repairs and maintenance of equipment.
- 2.10.3. The County will not compensate for meal time, sleep time, or excessive downtime. The County will allow time for minor repairs, adjustments and fueling not to exceed five percent (5%) of the actual time worked on any calendar day. If the Contractor furnishes a piece of equipment that is deemed by the County not to be in good working order, the County will not pay for any time for the use of such equipment.
- 2.10.4. No compensation will be allowed over and above the bid hourly rates.
- 2.10.5. **Minimum Total Contract Payment** - In the event that not enough snow accumulates during the entire winter season for Boone County to activate any portion of the contract, the Contractor may apply for a lump sum payment of \$1,500.00 for each contracted vehicle. Payment shall be authorized after April 15th of following season. Deadline for Contractors to request and collect payment is August 1st of the following season. The full payment shall not be made if any activity is pursued with the contract and/or payment for any services has been authorized. Payment will decrease by actual amount paid to Contractor during the winter season excluding the inspection meeting payment. Contractor needs to have fulfilled all obligations of contract before eligible for full or partial guaranteed payment.
- 2.10.6. **Minimum Event Payment** - Contractor will receive a minimum of two (2) hours of pay for each required vehicle that is activated by Boone County and reports on time for each "event". The minimum payment will be decreased by actual compensation earned by hours worked during each

event.

2.10.7. **Prevailing Wage** - The State of Missouri has advised that Prevailing Wage does not apply to this contract.

2.11. **CONTRACT TERMINATION**

2.11.1. If a Contractor(s) demonstrates excessive non-performance, the County may deem performance to be unsatisfactory and the contract may be canceled after notice of one week.

2.11.2. Examples of non-performance include failure to apply specified sufficient ice control, repeated equipment failures or performing non-County contractual work items while logging time for the County.

2.11.3. The County reserves the right to hire another Contractor or perform work in-house in the event the original Contractor cannot perform contracted services within a reasonable amount of time as determined by the Director of Public Works or their designee.

2.12. **ADDITIONAL INFORMATION**

2.12.1. In the Bid Response, Section 4.7., please note that the numbered sequence of subdivisions also gives the Bidder the priority of locations required in service during an event.

2.13. **BOONE COUNTY INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

2.13.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a

combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

- 2.13.2. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.13.3. The Contractor has the option to provide **Owner’s Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner’s Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.13.4. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.13.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.13.6. **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.
- 2.14. **DESIGNEE** - Boone County Public Works Department, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.15. **BID CLARIFICATION CONTACT** – For bid clarification, direct questions to the Boone County Purchasing Department, Tyson Boldan, Office Specialist, 601 E. Walnut, Room 205, Columbia, MO 65201. Telephone: (573) 886-4394; Facsimile (573) 886-4390 or email: tboldan@boonecountymmo.org.

3. Response Presentation and Review

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

4. Response Form

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. Federal Tax ID: _____
- 4.6.1. () Corporation
- () Partnership - Name _____
- () Individual/Proprietorship - Individual Name _____
- () Other (Specify) _____

4.7. **PRICING-Bidders are bidding the services by the hour for each type of vehicle and equipment requested. Routes will be based on the number of bidders and will be determined after review of the bids.**

OPTION 1

Medium Duty Plow & V-Box Spreader

Minimum - ¾ Ton 4WD Pickup or Flatbed
 7 ½' blade (sidekicks included)
 Dual Wheeled Vehicles – 8 ½' blade (sidekicks included)
 2.0 C.Y. (struck capacity) V-Box Spreader

Please describe each vehicle bidding, including year, make, and model

- #1 Licensed Capacity _____ lbs
- #2 Licensed Capacity _____ lbs
- #3 Licensed Capacity _____ lbs
- #4 Licensed Capacity _____ lbs

	Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

OPTION 2

Medium/ Heavy Duty Plow & V-Box Spreader

Minimum - Single Axle Dump Truck or - 1 Ton Flatbed Truck

Maximum turning radius of 36'

10' blade (sidekicks included)

4.0 C.Y. (struck capacity) Bulk Spreader

Please describe each vehicle bidding, including year, make, and model

- #1 Licensed Capacity _____ lbs
- #2 Licensed Capacity _____ lbs
- #3 Licensed Capacity _____ lbs
- #4 Licensed Capacity _____ lbs

Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____

OPTION 3

Light Duty – Plow & Tailgate Spreader

Minimum - ¾ Ton 4 WD Pickup or Flatbed

7 ½' blade (sidekicks included)

Dual Wheeled Vehicles – 8 ½' blade (sidekicks included)

Min. 500lb spreader capacity w/vehicle capable of hauling 1,500 lbs of material

Please describe each vehicle bidding, including year, make, and model

- #1 Licensed Capacity _____ lbs
- #2 Licensed Capacity _____ lbs
- #3 Licensed Capacity _____ lbs
- #4 Licensed Capacity _____ lbs

Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____

OPTION 4

Light Duty – Plow Only

Minimum - ¾ Ton 4 WD Pickup or Flatbed

7 ½’ blade (sidekicks included)

Dual Wheeled Vehicles – 8 ½’ blade (sidekicks included)

Please describe each vehicle bidding, including year, make, and model

- #1 Licensed Capacity _____ lbs
- #2 Licensed Capacity _____ lbs
- #3 Licensed Capacity _____ lbs
- #4 Licensed Capacity _____ lbs

Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____

4.7.1. **Renewals**-Bidders shall provide proposed maximum dollar amounts of increases for potential renewal periods. Acceptance of proposed renewal pricing is at the sole discretion of the County.

		Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
4.7.1.1. Second Contract Term	Option 1	\$ _____	\$ _____	\$ _____
	Option 2	\$ _____	\$ _____	\$ _____
	Option 3	\$ _____	\$ _____	\$ _____
	Option 4	\$ _____	\$ _____	\$ _____

		Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
4.7.1.2. Third Contract Term	Option 1	\$ _____	\$ _____	\$ _____
	Option 2	\$ _____	\$ _____	\$ _____
	Option 3	\$ _____	\$ _____	\$ _____
	Option 4	\$ _____	\$ _____	\$ _____

4.8. List all contact names, telephone numbers, cellular telephone numbers, and/or pager numbers. Use additional sheets if required.

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

4.9.1. **Reference #1**

Individual Name:
Company Name:
Address:
Telephone:
Brief Description of Work:

4.9.2. **Reference #2**

Individual Name:
Company Name:
Address:
Telephone:
Brief Description of Work:

4.9.3. **Reference #3**

Individual Name:
Company Name:
Address:
Telephone:
Brief Description of Work:

PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE

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

4.10.1. Authorized Representative (Sign By Hand):

_____ Date: _____

4.10.2. Print Name and Title of Authorized Representative

_____ Date: _____

5.0

Vehicle Inspection Check List

Bid Option _____

Date of Inspection _____

BCPW ID # Assigned _____ (approved vehicles only)

Make of Vehicle _____ Size of Vehicle _____ Year _____

Type of Bed _____ Vehicle Color _____

License # _____

Plow Manufacturer _____ Model # _____ Width _____

Plow Up _____ Plow Down _____ Plow Left _____ Plow Right _____

Spreader Manufacturer _____ Model # _____ Capacity _____

Spreader controls in cab _____

Spreader on _____ Spreader off _____

Meets Manufacturers Recommendations for Equipment installed. (Must include load capacity)

Re - Inspection Required _____

Additional Comments:

Authorized for Inspection Payment _____ Date _____



Boone County Purchasing
601 E. Walnut, Room 205
Columbia, MO 65201

Standard Terms and Conditions

Tyson Boldan, CPPB, Purchasing Clerk
Phone: (573) 886-4394 – Fax: (573) 886-4390

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



Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

“No Bid” Response Form

Tyson Boldan, CPPB, Purchasing Clerk
(573) 886-4394 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

Bid: 45-09AUG07 – Snow & Ice Control Services

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

**PURCHASE AGREEMENT
FOR
SNOW AND ICE CONTROL SERVICES TERM AND SUPPLY**

THIS AGREEMENT dated the 25th day of September 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Greg Alderson Trucking and Excavating-G.A.T.E. LLC**, 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 **Snow and Ice Control Services Term and Supply**, County of Boone Request for Bid, bid number **45-09AUG07**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Addendum #1, as well as the Contractor's bid response dated August 8, 2007 and executed by Greg Alderson, 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 September 01, 2007 and extend through August 31, 2008 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **two trucks @ \$250 per hour for Snow and Ice Control Services for Option 1 – Medium Duty – Plow & V-Box Spreader, 4-WD Pickup or Flatbed Truck**. Vehicles shall be fully equipped as described 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 County.

4. Service - Contractor agrees to provide the services as outlined in the bid specifications.

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

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

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

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

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

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

GREG ALDERSON TRUCKING AND EXCAVATING-G.A.T.E. LLC

by Greg Alderson

title Owner

address 19555 N Hwy 63

Sturgeon MO 65284

BOONE COUNTY, MISSOURI

by: Boone County Commission

Kenneth M. Pearson

Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

No Encumbrance Required
Signature by cg

9/19/07
Date

2040/71100 Term/Supply
Appropriation Account

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID: CW
GREGA-1

DATE (MM/DD/YYYY)
10/15/07

PRODUCER
Winter-Dent & Company
101 E. McCarty Street
P.O. Box 1046
Jefferson City MO 65102-1046
Phone: 573-634-2122 Fax: 573-636-7500

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

INSURED
Greg Alderson Construction LLC
dba G.A.T.E. LLC
Alderson Trucking LLC
Greg Alderson
19555 North Hwy 63
Sturgeon MO 65284

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Continental Western Group	10804
INSURER B:	MO Employers Mutual Ins. Co.	10191
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	CWP 2498308-23	11/12/06	11/12/07	EACH OCCURRENCE	\$ 1000000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5000
						PERSONAL & ADV INJURY	\$ 1000000
						GENERAL AGGREGATE	\$ 2000000
						PRODUCTS - COMP/OP AGG	\$ 2000000
						GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
A	X	AUTOMOBILE LIABILITY	CWP 2498308-23	11/12/06	11/12/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY	CU2664386	12/06/06	11/12/07	EACH OCCURRENCE	\$ 1000000
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 1000000
		<input type="checkbox"/> DEDUCTIBLE					\$
		RETENTION \$ 0					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1002966-03	03/16/07	03/16/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1000000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1000000
						E.L. DISEASE - POLICY LIMIT	\$ 1000000
A		OTHER	CWP 2498308-23	11/12/06	11/12/07	\$500 ded	90000
		Leased/Rented					
A		Cargo	CWP 2498308-23	09/11/07	11/12/07	\$1000 ded	10000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate holder is additional insured as regards general liability.
FAX: 573-886-4390 ATTN: Melinda Bobbit

CERTIFICATE HOLDER

BOONC-7

Boone County Purchasing
601 E. Walnut- 2nd Floor
Columbia MO 65201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE


IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

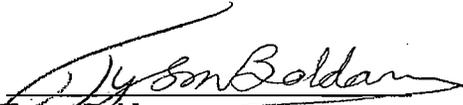
DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

2.13.3. COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

2.13.4. Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

2.13.5. INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

By: 
Tyson Boldan,
Office Specialist

OFFEROR has examined copy of Addendum #1 to Request for Bid # 45-09AUG07-Snow & Ice Control Services receipt of which is hereby acknowledged:

Company Name: GATE LLC
Address: 19555 N Hwy 63
Sturgis mo 65284

Phone Number: 819-1950 Fax Number: 214-2949

Authorized Representative Signature: Greg Alderson Date: 8/17/07
Authorized Representative Printed Name: Greg Alderson owner

4. Response Form

- 4.1. Company Name: Greg Alderson Trucking and Excavating - GATE LLC.
- 4.2. Address: 19555 N Hwy 63 Sturgeon Mo 65284
- 4.3. City/Zip: Sturgeon, Mo 65284
- 4.4. Phone Number: 573-819-1950
- 4.5. Fax Number: 214-2949
- 4.6. Federal Tax ID: 02-0770369
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) LLC
- 4.7. **PRICING**-Bidders are bidding the services by the hour for each type of vehicle and equipment requested. Routes will be based on the number of bidders and will be determined after review of the bids.

OPTION 1

Medium Duty Plow & V-Box Spreader

Minimum - 3/4 Ton 4WD Pickup or Flatbed
 7 1/2' blade (sidekicks included)
 Dual Wheeled Vehicles - 8 1/2' blade (sidekicks included)
 2.0 C.Y. (struck capacity) V-Box Spreader
 Please describe each vehicle bidding, including year, make, and model

	Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
#1 1996 Dodge 3500 Licensed Capacity <u>17500</u> lbs	\$230. ⁰⁰	\$20. ⁰⁰	\$250. ⁰⁰
#2 2001 Dodge 3500 Licensed Capacity <u>21500</u> lbs	\$230. ⁰⁰	\$20. ⁰⁰	\$250. ⁰⁰
#3 Licensed Capacity _____ lbs	\$	\$	\$
#4 Licensed Capacity _____ lbs	\$	\$	\$

OPTION 2

Medium/ Heavy Duty Plow & V-Box Spreader

Minimum - Single Axle Dump Truck or - 1 Ton Flatbed Truck

Maximum turning radius of 36'

10' blade (sidekicks included)

4.0 C.Y. (struck capacity) Bulk Spreader

Please describe each vehicle bidding, including year, make, and model

#1	Licensed Capacity _____ lbs
#2	Licensed Capacity _____ lbs
#3	Licensed Capacity _____ lbs
#4	Licensed Capacity _____ lbs

Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____

OPTION 3

Light Duty – Plow & Tailgate Spreader

Minimum - ¼ Ton 4 WD Pickup or Flatbed

7 ½' blade (sidekicks included)

Dual Wheeled Vehicles – 8 ½' blade (sidekicks included)

Min. 500lb spreader capacity w/vehicle capable of hauling 1,500 lbs of material

Please describe each vehicle bidding, including year, make, and model

#1	Licensed Capacity _____ lbs
#2	Licensed Capacity _____ lbs
#3	Licensed Capacity _____ lbs
#4	Licensed Capacity _____ lbs

Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____

OPTION 4

Light Duty – Plow Only

Minimum - ¾ Ton 4 WD Pickup or Flatbed

7 ½' blade (sidekicks included)

Dual Wheeled Vehicles – 8 ½' blade (sidekicks included)

Please describe each vehicle bidding, including year, make, and model

		Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
		\$	\$	\$
#1	Licensed Capacity _____ lbs	\$	\$	\$
#2	Licensed Capacity _____ lbs	\$	\$	\$
#3	Licensed Capacity _____ lbs	\$	\$	\$
#4	Licensed Capacity _____ lbs	\$	\$	\$

4.7.1. **Renewals**-Bidders shall provide proposed maximum dollar amounts of increases for potential renewal periods. Acceptance of proposed renewal pricing is at the sole discretion of the County.

		Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
4.7.1.1. Second Contract Term	Option 1	\$ <u>230</u>	\$ <u>20</u>	\$ <u>250</u>
	Option 2	\$ _____	\$ _____	\$ _____
	Option 3	\$ _____	\$ _____	\$ _____
	Option 4	\$ _____	\$ _____	\$ _____

		Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
4.7.1.2. Third Contract Term	Option 1	\$ <u>230</u>	\$ <u>20</u>	\$ <u>250</u>
	Option 2	\$ _____	\$ _____	\$ _____
	Option 3	\$ _____	\$ _____	\$ _____
	Option 4	\$ _____	\$ _____	\$ _____

- 4.8. List all contact names, telephone numbers, cellular telephone numbers, and/or pager numbers. Use additional sheets if required.

Greg Alderson 573-819-1950 - owner
Daniel Larkin - 999-7393 - Driver

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

4.9.1. Reference #1

Individual Name: Boone County Public Works Inst 35 years
Company Name:
Address:
Telephone:
Brief Description of Work:

Snow Removal

4.9.2. Reference #2

Individual Name: Mike Teel
Company Name: Mid City Lumber
Address:
Telephone:
Brief Description of Work: Snow Removal at both property locations
last 6 years

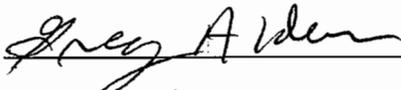
4.9.3. Reference #3

Individual Name:
Company Name:
Address:
Telephone:
Brief Description of Work:

PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE

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

- 4.10.1. Authorized Representative (Sign By Hand):



Date: 8/8/07

- 4.10.2. Print Name and Title of Authorized Representative

Greg Alderson Owner

Date: 8/8/07



BOONE COUNTY, MISSOURI
Request for Bid #: 45-09AUG07-Snow & Ice Control Services

ADDENDUM #1 - (Issued July 31, 2007)

This addendum is issued in accordance with the Scope of Services of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's bid response.

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

- 1) REPLACE Boone County Insurance Requirements in paragraphs 2.13. through 2.13.6. of bid with the following:

2.13. Boone County Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

2.13.1. Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

2.13.2. Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

2.13.3. COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

2.13.4. Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

2.13.5. INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

By:


Tyson Boldan,
Office Specialist

OFFEROR has examined copy of Addendum #1 to Request for Bid # **45-09AUG07-Snow & Ice Control Services** receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



Request for Bid (Bid)

Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Tyson Boldan, Office Specialist
Phone: (573) 886-4394 Fax: (573) 886-4390
Email: tboldan@boonecountymo.org

Bid Data

Bid Number: **45-09AUG07**
Commodity Title: **Snow and Ice Control Services Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **THURSDAY, August 09, 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 205
Columbia, MO 65201

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

Bid Opening

Day / Date: **THURSDAY, August 09, 2007**
Time: **10:30 A.M.**
Location / Address: Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201

Bid Contents

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

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 1) the provisions of the Contract (as it may be amended);
 2) the provisions of the Bid;
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract period resulting from this Bid will have an initial term from September 1, 2007 through August 31, 2008, and may be automatically renewed for an additional two (2) years unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS/SERVICE TO BE PROVIDED** – For the furnishing of **Snow and Ice Control Services** for Boone County subdivisions and other assigned streets. Snow removal shall be defined as the complete and total relocation of fallen and drifting snow in the traveled roadway.
- 2.1.2. An “Event” shall be defined as the period of time during which emergency snow removal procedures are initiated and deemed completed by the Boone County Public Works Department. If applicable, a new event will be identified when a span of twelve hours separates snowfalls. The required services shall be extended to include ice control activities as specified herein.
- 2.1.3. Boone County intends to initiate an event when there is approximately two inches (2”) of snowfall accumulation on the roads and may initiate an event for lesser accumulations or for an ice event. It is at Boone County’s sole discretion as to whether or not to call out snow contractors. Two inches is used as a **guideline** and we will also consider the weather forecast in our decision making process. The County intends to use the contractors as it deems necessary and reasonable to provide efficient and effective service to the citizens of Boone County. Contractors will be directed at call out on how to proceed. **The following three (3) scenarios will apply:** **1. Heavy snow** is predicted, contractors shall open all intersections, apply salt as described and blade a minimum of twenty-two (22) feet in width for the entire group and order assigned. Once all roadways within group have been opened and intersections salted, contractor shall start with the last group and work backwards until all roadways have been plowed from curb to curb or edge to edge. Additional applications of salt may be required and will be directed by BCPW. **2. Light snow** is predicted. Contractor shall open all intersections; apply salt as described and blade from curb to curb and edge to edge. **3. Icing Event** – Contractors will be called out to apply salt in all intersections and other assigned areas. Not all trucks may be called out for icing events.
- 2.2. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.3. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.5. **MINIMUM SNOW REMOVAL AND ICE CONTROL SERVICES**
- 2.5.1. A Contractor shall not supplement approved equipment with equipment that is not approved.
- 2.5.2. Contractor will be assigned a route or routes by Boone County Public Works once all contract awards are approved by the County Commission. – ***Routes will generally be designed for completion of services within 8 – 12 hours for an average storm event and will vary based upon the total number of contractors.*** Contractor may be reassigned to assist in other routes upon request of the Director of Public Works or their designee. Contractor shall allow assistance by others as deemed necessary by Boone County Public Works and shall only invoice for hours actually worked at the bid rate.
- 2.5.3. The goal for the services bid is to provide the safest environment possible for the traveling public within Boone County Maintained Right of Ways during snow and ice events. The Contractor(s) shall work continuously with approved equipment while plowing, plowing and spreading, or spreading materials as assigned in order to keep the roads passable at all times. Priorities shall be the routes established, (to be created after bids are awarded and approved by the County Commission) unless otherwise directed by the Director of Public Works or their designee. All snow and ice removal activities shall be done in specified order starting with page one unless

- otherwise directed.
- 2.5.4. The traveled roadway shall include the entire roadway surface occupied between the curbs or edge of pavement on non-curbed streets. All pushed snow must be placed in an area that does not create any driving hazards.
- 2.5.5. It is not acceptable for the Contractor to push snow onto a roadway where the County or another agency provides the snow removal services. The County has specific snow routes and it should **not** be assumed that they would remove any snow deposited by your firm. Snow shall not be pushed into a private driveway, **in front of mailboxes, or storm drainage structures**, except for the normal windrow of the plow.
- 2.5.6. Ice Control will include the application of Rock Salt (NaCl) and / or abrasive mixes. The County will supply the ice control materials in bags or bulk as needed and will load during the events only from the Boone County South Facility. Additional materials may be required during an event, therefore contractors will be paid for the time it takes to re-supply and re-mobilize. Materials shall be placed only on county maintained roadways designated by the routes unless otherwise directed by the Director of Public Works or their designee.
- 2.5.7. The applications of ice control materials shall be made at **all** intersecting streets as measured 100 feet from the center of the intersection or otherwise directed or shown on the route maps.
- 2.5.8. **Ice Control Application Rates:** Application rates will be determined by Boone County Public Works.
- 2.5.9. The County reserves the right to ask for reapplication of ice control or redo areas that were plowed if performance is deemed insufficient. Contractor will be required to reapply in a timely manner.
- 2.5.10. **EXCEPTION TO BOTH SNOW REMOVAL AND ICE CONTROL** - An exception to the removal requirement shall be made for vehicles parked on the street. These areas **will not** require manual labor for removal of snow or the treatment of ice cover to the curb.
- 2.6. **MINIMUM EQUIPMENT SPECIFICATIONS**
- 2.6.1. Contractor will have the following options to bid on. **Contractor is not required to bid all options.**

OPTION 1 Medium Duty – Plow & V - Box Spreader

Minimum – ¾ Ton 4 Wheel Drive Pickup or Flatbed Truck equipped with a 7 ½' blade and V - Box Slide In Spreader capable of holding 2.0 C.Y. (Struck Capacity).

- A dual wheeled vehicle shall provide a 8 ½' blade with the same minimum spreader specifications.

(See 2.6.3 – 2.6.5 for additional requirements).

OPTION 2 Medium / Heavy Duty – Plow & V – Box Spreader

Minimum – Single Axle Dump Truck or 1 Ton Flatbed Truck with maximum turning radius of 36' and equipped with a 10' blade and 9' V - Box Spreader capable of holding 4.0 C.Y. (Struck Capacity). (See 2.6.3 – 2.6.5 for additional requirements).

OPTION 3 Light Duty – Plow & Tailgate Spreader

Minimum – ¾ Ton 4 Wheel Drive Pickup or Flatbed Truck equipped with a minimum 500 lb. Tailgate Spreader and the capability of hauling 1,500 lbs of salt.

- A dual wheeled vehicle shall provide an 8 ½' blade.

(See 2.6.3 – 2.6.5 for additional requirements)

OPTION 4 Light Duty – Plow Only

Minimum – ¾ Ton 4 Wheel Drive Pickup or Flatbed Truck equipped with a 7 ½' blade.

- A dual wheeled vehicle shall provide an 8 ½' blade.

(See 2.6.3 – 2.6.5 for additional requirements).

- 2.6.2. Units shall have cab mounted plow and spreader controls to allow one-man operation. Plows shall be capable of being raised, lowered and with the ability to rotate to the left and to the right.
- 2.6.3. Material spreader shall be capable of evenly distributing free flowing granular materials over an area at least one travel lane in width. The spreader shall be a device specifically designed for snow and ice control operations which will distribute salt over the roadway at a variable or calibrated rate.
- 2.6.4. **OPERATOR TRAINING / VEHICLE INSPECTIONS** – Operator training and vehicle inspections will be performed at the Pre-Season Snow Contractors Meeting conducted in late October. All equipment that is awarded must be presented at this time for inspection. Only approved vehicles will be used in performance of this contract. **A copy of the required check list is attached as 5.0.**
- 2.6.5. Contractor shall receive \$250.00 for each vehicle awarded that is presented and passes the Mandatory Items required for inspection at the Pre-Season Snow Contractors Meeting, to be used in conjunction with this contract. All equipment must be mounted and operational. **If any of the mandatory items required (including driver) are not presented or pass inspection, the Contractor will not be awarded the \$250.00 for that vehicle.** Vehicles and equipment required by contract that are not presented for the inspection or pass the inspection, must be scheduled for a re-inspection during normal working hours. Additional vehicles and equipment that may be used as substitutes may be inspected at the Pre-Season Snow Contractors Meeting, but will not receive any compensation for such. **Renewals – If the County chooses to renew the contracts as per this agreement, Contractors will be obligated to attend the Pre-Season Snow Contractors Meeting each subsequent year. Compensation under this initial contract will remain in effect for all renewals as long as contractor provides the necessary equipment and documentation as required.**
- 2.6.6. All operators and / or supervisors committed to carrying out the terms of this contract are **required** to attend this meeting.
- 2.6.7. The County specifically reserves the right to discontinue using any unit of equipment at any time, with the County being the sole judge as to whether or not the equipment is performing satisfactorily.
- 2.7. **RESPONSE TIME** - The Contractor(s) will be required to respond within one (1) hour from notification to proceed or as directed by the Director of Public Works or their designee. The Contractor(s) shall execute the work continuously and in an orderly, timely and efficient manner. Contractor shall not deviate from assigned snow route nor execute any other work while performing under this contract with the County. The primary objective will be to provide driving conditions that will allow for the safe passage of all emergency and general public vehicles.
- 2.7.1. All equipment and personnel placed on contract as a result of this bid must be available upon request at anytime on a twenty-four (24) hour day, seven (7) day a week basis, and shall be employed as directed by the Director of Public Works or their designee. Contractors are required to supply the County with methods of contact at beginning of event. Methods of contact include home phone number, pager number, etc.
- 2.8. **CONTRACTOR'S RESPONSIBILITIES**
- 2.8.1. Contractor(s) are required to identify their equipment in their bid response. Upon execution of the contract, the Public Works Department will inspect the Contractor(s) equipment including plows and spreaders.

- 2.8.2. Contractor(s) shall keep all equipment in good working order and possess a valid vehicle inspection in accordance with Missouri State law. The contractor must also ensure that the vehicle and equipment do not exceed the vehicle's license rating.
- 2.8.3. Contractor(s) shall equip each vehicle with a mobile phone and file that phone number and any changes that occur during the contract period with the Public Works Department. A \$50.00 deduction may be applied for each occasion during the event upon which an operator could not be successfully contacted or reached over a cellular phone not to exceed \$150.00 per event.
- 2.8.4. Contractor(s) shall immediately notify the Public Works Department if Contractor is unable to perform any aspect of contracted duties. This includes all breakdowns, breaks, lunch / dinner and any other reason that has placed the vehicle out of service.
- 2.8.5. Contractor(s) must insure that each operator is insurable, properly licensed, and fit for duty. Arrangements for substitute drivers shall be the responsibility of the contractor should it be necessary.
- 2.8.6. Contractor(s) shall report any damage to the property of others or bodily injury of others, to their insurance company for restitution or make other arrangements with the owner to repair or compensate. The Public Works Department shall be notified of any such event. The Contractor is responsible for obtaining a police report from the appropriate law enforcement agency.
- 2.8.7. If mailboxes are damaged during operations beyond use by the U.S. Postal Service, a temporary box will be installed within 24 hours by the Contractor. Permanent repairs will be scheduled with the homeowner/business and the Public Works Department will be notified of scheduling.
- 2.9. **EVALUATION OF CONTRACT AWARD**
- 2.9.1. Awards will be based on bid responses meeting the minimum specifications and which bids have been determined to provide the greatest value to the county. Previous contract performance will be taken into consideration upon bid award.
- 2.10. **PAYMENT PER UNIT**
- 2.10.1. The payment for each unit of equipment will be for the actual "operating" time at the bid hourly rate. Time will be verified by the Contractor for each piece of equipment. The actual time on and off the job shall be as certified by the designated County representative. The start time will commence for OPTIONS #'s 1, 2 & 3 when Contractor checks in at the Boone County Public Works South Facility. Start time will commence for OPTION # 4 once Contractor reports to the designated route and calls in to our on call services. Stop time is when Contractor is relieved from duty by the Director of Public Works or their designee. All equipment is expected to be fueled and the operator ready to work before arriving.
- 2.10.2. Hourly rates submitted shall include supervision, the operator, fuel, lubricants, tire chains, supplies (excluding salt), repairs and maintenance of equipment.
- 2.10.3. The County will not compensate for meal time, sleep time, or excessive downtime. The County will allow time for minor repairs, adjustments and fueling not to exceed five percent (5%) of the actual time worked on any calendar day. If the Contractor furnishes a piece of equipment that is deemed by the County not to be in good working order, the County will not pay for any time for the use of such equipment.
- 2.10.4. No compensation will be allowed over and above the bid hourly rates.
- 2.10.5. **Minimum Total Contract Payment** - In the event that not enough snow accumulates during the entire winter season for Boone County to activate any portion of the contract, the Contractor may apply for a lump sum payment of \$1,500.00 for each contracted vehicle. Payment shall be authorized after April 15th of following season. Deadline for Contractors to request and collect payment is August 1st of the following season. The full payment shall not be made if any activity is pursued with the contract and/or payment for any services has been authorized. Payment will decrease by actual amount paid to Contractor during the winter season excluding the inspection meeting payment. Contractor needs to have fulfilled all obligations of contract before eligible for full or partial guaranteed payment.
- 2.10.6. **Minimum Event Payment** – Contractor will receive a minimum of two (2) hours of pay for each required vehicle that is activated by Boone County and reports on time for each "event". The minimum payment will be decreased by actual compensation earned by hours worked during each

event.

2.10.7. **Prevailing Wage** - The State of Missouri has advised that Prevailing Wage does not apply to this contract.

2.11. **CONTRACT TERMINATION**

2.11.1. If a Contractor(s) demonstrates excessive non-performance, the County may deem performance to be unsatisfactory and the contract may be canceled after notice of one week.

2.11.2. Examples of non-performance include failure to apply specified sufficient ice control, repeated equipment failures or performing non-County contractual work items while logging time for the County.

2.11.3. The County reserves the right to hire another Contractor or perform work in-house in the event the original Contractor cannot perform contracted services within a reasonable amount of time as determined by the Director of Public Works or their designee.

2.12. **ADDITIONAL INFORMATION**

2.12.1. In the Bid Response, Section 4.7., please note that the numbered sequence of subdivisions also gives the Bidder the priority of locations required in service during an event.

2.13. **BOONE COUNTY INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

2.13.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a

combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

- 2.13.2. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.13.3. The Contractor has the option to provide **Owner’s Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner’s Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.13.4. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.13.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.13.6. **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.
- 2.14. **DESIGNEE** - Boone County Public Works Department, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.15. **BID CLARIFICATION CONTACT** – For bid clarification, direct questions to the Boone County Purchasing Department, Tyson Boldan, Office Specialist, 601 E. Walnut, Room 205, Columbia, MO 65201. Telephone: (573) 886-4394; Facsimile (573) 886-4390 or email: tboldan@boonecountymo.org.

3. Response Presentation and Review

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

4. Response Form

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. Federal Tax ID: _____
- 4.6.1. () Corporation _____
- () Partnership - Name _____
- () Individual/Proprietorship - Individual Name _____
- () Other (Specify) _____

4.7. **PRICING-Bidders are bidding the services by the hour for each type of vehicle and equipment requested. Routes will be based on the number of bidders and will be determined after review of the bids.**

OPTION 1

Medium Duty Plow & V-Box Spreader

Minimum - ¾ Ton 4WD Pickup or Flatbed
 7 ½' blade (sidekicks included)
 Dual Wheeled Vehicles – 8 ½' blade (sidekicks included)
 2.0 C.Y. (struck capacity) V-Box Spreader
Please describe each vehicle bidding, including year, make, and model

	Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
	\$	\$	\$
#1 Licensed Capacity _____ lbs	\$	\$	\$
#2 Licensed Capacity _____ lbs	\$	\$	\$
#3 Licensed Capacity _____ lbs	\$	\$	\$
#4 Licensed Capacity _____ lbs	\$	\$	\$

OPTION 2

Medium/ Heavy Duty Plow & V-Box Spreader

Minimum - Single Axle Dump Truck or - 1 Ton Flatbed Truck

Maximum turning radius of 36'

10' blade (sidekicks included)

4.0 C.Y. (struck capacity) Bulk Spreader

Please describe each vehicle bidding, including year, make, and model

- #1 Licensed Capacity _____ lbs
- #2 Licensed Capacity _____ lbs
- #3 Licensed Capacity _____ lbs
- #4 Licensed Capacity _____ lbs

Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____

OPTION 3

Light Duty – Plow & Tailgate Spreader

Minimum - ¾ Ton 4 WD Pickup or Flatbed

7 ½' blade (sidekicks included)

Dual Wheeled Vehicles – 8 ½' blade (sidekicks included)

Min. 500lb spreader capacity w/vehicle capable of hauling 1,500 lbs of material

Please describe each vehicle bidding, including year, make, and model

- #1 Licensed Capacity _____ lbs
- #2 Licensed Capacity _____ lbs
- #3 Licensed Capacity _____ lbs
- #4 Licensed Capacity _____ lbs

Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____

OPTION 4

Light Duty – Plow Only

Minimum - ¾ Ton 4 WD Pickup or Flatbed

7 ½’ blade (sidekicks included)

Dual Wheeled Vehicles – 8 ½’ blade (sidekicks included)

Please describe each vehicle bidding, including year, make, and model

- #1 Licensed Capacity _____ lbs
- #2 Licensed Capacity _____ lbs
- #3 Licensed Capacity _____ lbs
- #4 Licensed Capacity _____ lbs

Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____

4.7.1. **Renewals**-Bidders shall provide proposed maximum dollar amounts of increases for potential renewal periods. Acceptance of proposed renewal pricing is at the sole discretion of the County.

		Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
4.7.1.1. Second Contract Term	Option 1	\$ _____	\$ _____	\$ _____
	Option 2	\$ _____	\$ _____	\$ _____
	Option 3	\$ _____	\$ _____	\$ _____
	Option 4	\$ _____	\$ _____	\$ _____
		Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
4.7.1.2. Third Contract Term	Option 1	\$ _____	\$ _____	\$ _____
	Option 2	\$ _____	\$ _____	\$ _____
	Option 3	\$ _____	\$ _____	\$ _____
	Option 4	\$ _____	\$ _____	\$ _____

4.8. List all contact names, telephone numbers, cellular telephone numbers, and/or pager numbers. Use additional sheets if required.

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

4.9.1. **Reference #1**
Individual Name:
Company Name:
Address:
Telephone:
Brief Description of Work:

4.9.2. **Reference #2**
Individual Name:
Company Name:
Address:
Telephone:
Brief Description of Work:

4.9.3. **Reference #3**
Individual Name:
Company Name:
Address:
Telephone:
Brief Description of Work:

PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE

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

4.10.1. Authorized Representative (Sign By Hand):

_____ Date: _____

4.10.2. Print Name and Title of Authorized Representative

_____ Date: _____

5.0

Vehicle Inspection Check List

Bid Option _____

Date of Inspection _____

BCPW ID # Assigned _____ (approved vehicles only)

- Make of Vehicle _____ Size of Vehicle _____ Year _____
- Type of Bed _____ Vehicle Color _____
- License # _____
- Plow Manufacturer _____ Model # _____ Width _____
- Plow Up _____ Plow Down _____ Plow Left _____ Plow Right _____
- Spreader Manufacturer _____ Model # _____ Capacity _____
- Spreader controls in cab _____
- Spreader on _____ Spreader off _____
- Meets Manufacturers Recommendations for Equipment installed. (Must include load capacity)
- Re – Inspection Required _____
- Additional Comments:

- Authorized for Inspection Payment _____ Date _____



Boone County Purchasing
601 E. Walnut, Room 205
Columbia, MO 65201

Standard Terms and Conditions

Tyson Boldan, CPPB, Purchasing Clerk
Phone: (573) 886-4394 – Fax: (573) 886-4390

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



Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

“No Bid” Response Form

Tyson Boldan, CPPB, Purchasing Clerk
(573) 886-4394 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

Bid: 45-09AUG07 – Snow & Ice Control Services

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

**PURCHASE AGREEMENT
FOR
SNOW AND ICE CONTROL SERVICES TERM AND SUPPLY**

THIS AGREEMENT dated the 25th day of September 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Grant Excavating, LLC**, 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 **Snow and Ice Control Services Term and Supply**, County of Boone Request for Bid, bid number **45-09AUG07**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Addendum #1, as well as the Contractor's bid response dated August 9, 2007 and executed by Thomas Grant, 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 September 1, 2007 and extend through August 31, 2008 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **one truck @ \$250 per hour for Snow and Ice Control Services for Option 1 – Medium Duty – Plow & V-Box Spreader, 4-WD Pickup or Flatbed Truck**. Vehicles shall be fully equipped as described 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 County.

4. Service - Contractor agrees to provide the services as outlined in the bid specifications.

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

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

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

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

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

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

GRANT EXCAVATING LLC

by *Thomas Grant*
 title Owner / operator
 address 10851 East Judy School Rd
Columbia Mo 65202

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

[Signature]
 County Counselor

ATTEST:

Wendy S. Noren
 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

No Encumbrance Required 2040/71100 Term/Supply
 Signature *by cg* Date 9/19/07 Appropriation Account

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID JK GRANT-3	DATE (MM/DD/YYYY) 10/01/07
PRODUCER Winter-Dent & Company 101 E. McCarty Street P.O. Box 1046 Jefferson City MO 65102-1046 Phone: 573-634-2122 Fax: 573-636-7500		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED		INSURERS AFFORDING COVERAGE	
Grant Excavating dba Tom Grant 10351 E Judy School Road Columbia MO 65202		INSURER A: United Fire & Casualty Company 13021	
		INSURER B: MO Employers Mutual Ins. Co. 10191	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	60328196	03/26/07	03/26/08	EACH OCCURRENCE	\$ 1000000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMSES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000	
A		AUTOMOBILE LIABILITY	60328196	03/26/07	03/26/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
		<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO <input type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				OTHER THAN AUTO ONLY: EA ACC AGG	\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1008697-02	05/17/06	05/17/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				E.L. EACH ACCIDENT	\$ 100000
						E.L. DISEASE - EA EMPLOYEE	\$ 100000
						E.L. DISEASE - POLICY LIMIT	\$ 500000
A		Leased/Rented Eq	60328196	03/26/07	03/26/08	\$1000	100000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

BOONE47 Boone County Public Works 601 E. Walnut Room 205 Columbia MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Janitia Morgan Ketchum
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IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



BOONE COUNTY, MISSOURI
Request for Bid #: 45-09AUG07-Snow & Ice Control Services

ADDENDUM #1 - (Issued July 31, 2007)

This addendum is issued in accordance with the Scope of Services of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's bid response.

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

- 1) REPLACE Boone County Insurance Requirements in paragraphs 2.13. through 2.13.6. of bid with the following:

2.13. Boone County Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

2.13.1. Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

2.13.2. Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

2.13.3. COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

2.13.4. Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

2.13.5. INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

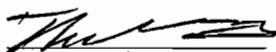
By:


Tyson Boldan,
Office Specialist

OFFEROR has examined copy of Addendum #1 to Request for Bid # 45-09AUG07-Snow & Ice Control Services receipt of which is hereby acknowledged:

Company Name: Grant Excavating LLC
Address: 10351 East Judy School Rd
Columbia MO 65702

Phone Number: 881-2423 Fax Number: 474-1399

Authorized Representative Signature:  Date: 8-9-07
Authorized Representative Printed Name: Thomas Grant

4. Response Form

- 4.1. Company Name: Grant Excavating LLC
- 4.2. Address: 10351 East Judy School Rd
- 4.3. City/Zip: Columbia Mo 65202
- 4.4. Phone Number: 881-2423
- 4.5. Fax Number: 474-1399
- 4.6. Federal Tax ID: 2044722841
- 4.6.1. Corporation
- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____
- Other (Specify) LLC

4.7. **PRICING**-Bidders are bidding the services by the hour for each type of vehicle and equipment requested. Routes will be based on the number of bidders and will be determined after review of the bids.

OPTION 1

Medium Duty Plow & V-Box Spreader

Minimum - ¾ Ton 4WD Pickup or Flatbed
 7 ½' blade (sidekicks included)
 Dual Wheeled Vehicles – 8 ½' blade (sidekicks included)
 2.0 C.Y. (struck capacity) V-Box Spreader
 Please describe each vehicle bidding, including year, make, and model

	Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
#1 2006 Chevy 3500 Licensed Capacity <u>8000</u> lbs	\$ 230 ⁰⁰	\$ 20 ⁰⁰	\$ 250 ⁰⁰
#2 Licensed Capacity _____ lbs	\$	\$	\$
#3 Licensed Capacity _____ lbs	\$	\$	\$
#4 Licensed Capacity _____ lbs	\$	\$	\$

	Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
#1 2006 Chevy 3500 Licensed Capacity <u>8000</u> lbs	\$ 230 ⁰⁰	\$ 20 ⁰⁰	\$ 250 ⁰⁰
#2 Licensed Capacity _____ lbs	\$	\$	\$
#3 Licensed Capacity _____ lbs	\$	\$	\$
#4 Licensed Capacity _____ lbs	\$	\$	\$

OPTION 2

Medium/ Heavy Duty Plow & V-Box Spreader

Minimum - Single Axle Dump Truck or - 1 Ton Flatbed Truck

Maximum turning radius of 36'

10' blade (sidekicks included)

4.0 C.Y. (struck capacity) Bulk Spreader

Please describe each vehicle bidding, including year, make, and model

- #1 Licensed Capacity _____ lbs
- #2 Licensed Capacity _____ lbs
- #3 Licensed Capacity _____ lbs
- #4 Licensed Capacity _____ lbs

Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
\$	\$	\$
\$	\$	\$
\$	\$	\$
\$	\$	\$
\$	\$	\$

OPTION 3

Light Duty – Plow & Tailgate Spreader

Minimum - ¾ Ton 4 WD Pickup or Flatbed

7 ½' blade (sidekicks included)

Dual Wheeled Vehicles – 8 ½' blade (sidekicks included)

Min. 500lb spreader capacity w/vehicle capable of hauling 1,500 lbs of material

Please describe each vehicle bidding, including year, make, and model

- #1 Licensed Capacity _____ lbs
- #2 Licensed Capacity _____ lbs
- #3 Licensed Capacity _____ lbs
- #4 Licensed Capacity _____ lbs

Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
\$	\$ _____	\$
\$	\$	\$
\$	\$	\$
\$	\$	\$
\$	\$	\$

OPTION 4

Light Duty – Plow Only

Minimum - ¾ Ton 4 WD Pickup or Flatbed

7 ½' blade (sidekicks included)

Dual Wheeled Vehicles – 8 ½' blade (sidekicks included)

Please describe each vehicle bidding, including year, make, and model

		Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
		\$	\$	\$
#1	Licensed Capacity _____ lbs	\$	\$	\$
#2	Licensed Capacity _____ lbs	\$	\$	\$
#3	Licensed Capacity _____ lbs	\$	\$	\$
#4	Licensed Capacity _____ lbs	\$	\$	\$

4.7.1. **Renewals**-Bidders shall provide proposed maximum dollar amounts of increases for potential renewal periods. Acceptance of proposed renewal pricing is at the sole discretion of the County.

		Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
4.7.1.1. Second Contract Term	Option 1	\$ 230 ⁰⁰	\$ 20 ⁰⁰	\$ 250 ⁰⁰
	Option 2	\$ _____	\$ _____	\$ _____
	Option 3	\$ _____	\$ _____	\$ _____
	Option 4	\$ _____	\$ _____	\$ _____

		Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
4.7.1.2. Third Contract Term	Option 1	\$ 250 ⁰⁰	\$ 20 ⁰⁰	\$ 250 ⁰⁰
	Option 2	\$ _____	\$ _____	\$ _____
	Option 3	\$ _____	\$ _____	\$ _____
	Option 4	\$ _____	\$ _____	\$ _____

- 4.8. List all contact names, telephone numbers, cellular telephone numbers, and/or pager numbers. Use additional sheets if required.

Tom Grant 881-2423

- 4.9. **References** – Bidder must provide three (3) references for services rendered to commercial clients, which are similar in size and scope.

4.9.1. **Reference #1**

Individual Name:

Company Name:

Address:

Telephone:

Brief Description of Work:

Boone Co Public Works Since 1999

4.9.2. **Reference #2**

Individual Name:

Company Name:

Address:

Telephone:

Brief Description of Work:

4.9.3. **Reference #3**

Individual Name:

Company Name:

Address:

Telephone:

Brief Description of Work:

PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE

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

- 4.10.1. Authorized Representative (Sign By Hand):

Thomas Grant

Date: 8-9-07

- 4.10.2. Print Name and Title of Authorized Representative

1 Thomas Grant

Date: 8-9-07

5.0

Vehicle Inspection Check List

Bid Option _____

Date of Inspection _____

BCPW ID # Assigned _____ (approved vehicles only)

Make of Vehicle _____ Size of Vehicle _____ Year _____

Type of Bed _____ Vehicle Color _____

License # _____

Plow Manufacturer _____ Model # _____ Width _____

Plow Up _____ Plow Down _____ Plow Left _____ Plow Right _____

Spreader Manufacturer _____ Model # _____ Capacity _____

Spreader controls in cab _____

Spreader on _____ Spreader off _____

Meets Manufacturers Recommendations for Equipment installed. (Must include load capacity)

Re - Inspection Required _____

Additional Comments:

Authorized for Inspection Payment _____ Date _____



BOONE COUNTY, MISSOURI
Request for Bid #: 45-09AUG07-Snow & Ice Control Services

ADDENDUM #1 - (Issued July 31, 2007)

This addendum is issued in accordance with the Scope of Services of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's bid response.

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

- 1) REPLACE Boone County Insurance Requirements in paragraphs 2.13. through 2.13.6. of bid with the following:

2.13. Boone County Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

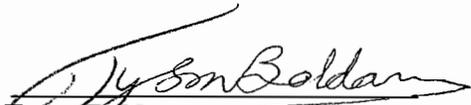
2.13.1. Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

2.13.2. Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

2.13.3. COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

2.13.4. Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

2.13.5. INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

By: 
Tyson Boldan,
Office Specialist

OFFEROR has examined copy of Addendum #1 to Request for Bid # *45-09AUG07-Snow & Ice Control Services* receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____
Authorized Representative Printed Name: _____



Request for Bid (Bid)

Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Tyson Boldan, Office Specialist
Phone: (573) 886-4394 Fax: (573) 886-4390
Email: tboldan@boonecountymo.org

Bid Data

Bid Number: **45-09AUG07**
Commodity Title: **Snow and Ice Control Services Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **THURSDAY, August 09, 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 205
Columbia, MO 65201

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

Bid Opening

Day / Date: **THURSDAY, August 09, 2007**
Time: **10:30 A.M.**
Location / Address: Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201

Bid Contents

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

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 1) the provisions of the Contract (as it may be amended);
 2) the provisions of the Bid;
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract period resulting from this Bid will have an initial term from September 1, 2007 through August 31, 2008, and may be automatically renewed for an additional two (2) years unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS/SERVICE TO BE PROVIDED** – For the furnishing of **Snow and Ice Control Services** for Boone County subdivisions and other assigned streets. Snow removal shall be defined as the complete and total relocation of fallen and drifting snow in the traveled roadway.
- 2.1.2. An “Event” shall be defined as the period of time during which emergency snow removal procedures are initiated and deemed completed by the Boone County Public Works Department. If applicable, a new event will be identified when a span of twelve hours separates snowfalls. The required services shall be extended to include ice control activities as specified herein.
- 2.1.3. Boone County intends to initiate an event when there is approximately two inches (2”) of snowfall accumulation on the roads and may initiate an event for lesser accumulations or for an ice event. It is at Boone County’s sole discretion as to whether or not to call out snow contractors. Two inches is used as a **guideline** and we will also consider the weather forecast in our decision making process. The County intends to use the contractors as it deems necessary and reasonable to provide efficient and effective service to the citizens of Boone County. Contractors will be directed at call out on how to proceed. **The following three (3) scenarios will apply:** **1. Heavy snow** is predicted, contractors shall open all intersections, apply salt as described and blade a minimum of twenty-two (22) feet in width for the entire group and order assigned. Once all roadways within group have been opened and intersections salted, contractor shall start with the last group and work backwards until all roadways have been plowed from curb to curb or edge to edge. Additional applications of salt may be required and will be directed by BCPW. **2. Light snow** is predicted. Contractor shall open all intersections; apply salt as described and blade from curb to curb and edge to edge. **3. Icing Event** – Contractors will be called out to apply salt in all intersections and other assigned areas. Not all trucks may be called out for icing events.
- 2.2. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.3. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.5. **MINIMUM SNOW REMOVAL AND ICE CONTROL SERVICES**
- 2.5.1. A Contractor shall not supplement approved equipment with equipment that is not approved.
- 2.5.2. Contractor will be assigned a route or routes by Boone County Public Works once all contract awards are approved by the County Commission. – **Routes will generally be designed for completion of services within 8 – 12 hours for an average storm event and will vary based upon the total number of contractors.** Contractor may be reassigned to assist in other routes upon request of the Director of Public Works or their designee. Contractor shall allow assistance by others as deemed necessary by Boone County Public Works and shall only invoice for hours actually worked at the bid rate.
- 2.5.3. The goal for the services bid is to provide the safest environment possible for the traveling public within Boone County Maintained Right of Ways during snow and ice events. The Contractor(s) shall work continuously with approved equipment while plowing, plowing and spreading, or spreading materials as assigned in order to keep the roads passable at all times. Priorities shall be the routes established, (to be created after bids are awarded and approved by the County Commission) unless otherwise directed by the Director of Public Works or their designee. All snow and ice removal activities shall be done in specified order starting with page one unless

- otherwise directed.
- 2.5.4. The traveled roadway shall include the entire roadway surface occupied between the curbs or edge of pavement on non-curbed streets. All pushed snow must be placed in an area that does not create any driving hazards.
- 2.5.5. It is not acceptable for the Contractor to push snow onto a roadway where the County or another agency provides the snow removal services. The County has specific snow routes and it should **not** be assumed that they would remove any snow deposited by your firm. Snow shall not be pushed into a private driveway, **in front of mailboxes, or storm drainage structures**, except for the normal windrow of the plow.
- 2.5.6. Ice Control will include the application of Rock Salt (NaCl) and / or abrasive mixes. The County will supply the ice control materials in bags or bulk as needed and will load during the events only from the Boone County South Facility. Additional materials may be required during an event, therefore contractors will be paid for the time it takes to re-supply and re-mobilize. Materials shall be placed only on county maintained roadways designated by the routes unless otherwise directed by the Director of Public Works or their designee.
- 2.5.7. The applications of ice control materials shall be made at **all** intersecting streets as measured 100 feet from the center of the intersection or otherwise directed or shown on the route maps.
- 2.5.8. **Ice Control Application Rates:** Application rates will be determined by Boone County Public Works.
- 2.5.9. The County reserves the right to ask for reapplication of ice control or redo areas that were plowed if performance is deemed insufficient. Contractor will be required to reapply in a timely manner.
- 2.5.10. **EXCEPTION TO BOTH SNOW REMOVAL AND ICE CONTROL** - An exception to the removal requirement shall be made for vehicles parked on the street. These areas **will not** require manual labor for removal of snow or the treatment of ice cover to the curb.
- 2.6. **MINIMUM EQUIPMENT SPECIFICATIONS**
- 2.6.1. Contractor will have the following options to bid on. **Contractor is not required to bid all options.**

OPTION 1 Medium Duty – Plow & V - Box Spreader

Minimum – ¾ Ton 4 Wheel Drive Pickup or Flatbed Truck equipped with a 7 ½' blade and V - Box Slide In Spreader capable of holding 2.0 C.Y. (Struck Capacity).

- A dual wheeled vehicle shall provide a 8 ½' blade with the same minimum spreader specifications.

(See 2.6.3 – 2.6.5 for additional requirements).

OPTION 2 Medium / Heavy Duty – Plow & V – Box Spreader

Minimum – Single Axle Dump Truck or 1 Ton Flatbed Truck with maximum turning radius of 36' and equipped with a 10' blade and 9' V - Box Spreader capable of holding 4.0 C.Y. (Struck Capacity). (See 2.6.3 – 2.6.5 for additional requirements).

OPTION 3 Light Duty – Plow & Tailgate Spreader

Minimum – ¾ Ton 4 Wheel Drive Pickup or Flatbed Truck equipped with a minimum 500 lb. Tailgate Spreader and the capability of hauling 1,500 lbs of salt.

- A dual wheeled vehicle shall provide an 8 ½' blade.

(See 2.6.3 – 2.6.5 for additional requirements)

OPTION 4 Light Duty – Plow Only

Minimum – ¾ Ton 4 Wheel Drive Pickup or Flatbed Truck equipped with a 7 ½' blade.

- A dual wheeled vehicle shall provide an 8 ½' blade.

(See 2.6.3 – 2.6.5 for additional requirements).

- 2.6.2. Units shall have cab mounted plow and spreader controls to allow one-man operation. Plows shall be capable of being raised, lowered and with the ability to rotate to the left and to the right.
- 2.6.3. Material spreader shall be capable of evenly distributing free flowing granular materials over an area at least one travel lane in width. The spreader shall be a device specifically designed for snow and ice control operations which will distribute salt over the roadway at a variable or calibrated rate.
- 2.6.4. **OPERATOR TRAINING / VEHICLE INSPECTIONS** – Operator training and vehicle inspections will be performed at the Pre-Season Snow Contractors Meeting conducted in late October. All equipment that is awarded must be presented at this time for inspection. Only approved vehicles will be used in performance of this contract. **A copy of the required check list is attached as 5.0.**
- 2.6.5. Contractor shall receive \$250.00 for each vehicle awarded that is presented and passes the Mandatory Items required for inspection at the Pre-Season Snow Contractors Meeting, to be used in conjunction with this contract. All equipment must be mounted and operational. **If any of the mandatory items required (including driver) are not presented or pass inspection, the Contractor will not be awarded the \$250.00 for that vehicle.** Vehicles and equipment required by contract that are not presented for the inspection or pass the inspection, must be scheduled for a re-inspection during normal working hours. Additional vehicles and equipment that may be used as substitutes may be inspected at the Pre-Season Snow Contractors Meeting, but will not receive any compensation for such. **Renewals – If the County chooses to renew the contracts as per this agreement, Contractors will be obligated to attend the Pre-Season Snow Contractors Meeting each subsequent year. Compensation under this initial contract will remain in effect for all renewals as long as contractor provides the necessary equipment and documentation as required.**
- 2.6.6. All operators and / or supervisors committed to carrying out the terms of this contract are **required** to attend this meeting.
- 2.6.7. The County specifically reserves the right to discontinue using any unit of equipment at any time, with the County being the sole judge as to whether or not the equipment is performing satisfactorily.
- 2.7. **RESPONSE TIME** - The Contractor(s) will be required to respond within one (1) hour from notification to proceed or as directed by the Director of Public Works or their designee. The Contractor(s) shall execute the work continuously and in an orderly, timely and efficient manner. Contractor shall not deviate from assigned snow route nor execute any other work while performing under this contract with the County. The primary objective will be to provide driving conditions that will allow for the safe passage of all emergency and general public vehicles.
- 2.7.1. All equipment and personnel placed on contract as a result of this bid must be available upon request at anytime on a twenty-four (24) hour day, seven (7) day a week basis, and shall be employed as directed by the Director of Public Works or their designee. Contractors are required to supply the County with methods of contact at beginning of event. Methods of contact include home phone number, pager number, etc.
- 2.8. **CONTRACTOR'S RESPONSIBILITIES**
- 2.8.1. Contractor(s) are required to identify their equipment in their bid response. Upon execution of the contract, the Public Works Department will inspect the Contractor(s) equipment including plows and spreaders.

- 2.8.2. Contractor(s) shall keep all equipment in good working order and possess a valid vehicle inspection in accordance with Missouri State law. The contractor must also ensure that the vehicle and equipment do not exceed the vehicle's license rating.
- 2.8.3. Contractor(s) shall equip each vehicle with a mobile phone and file that phone number and any changes that occur during the contract period with the Public Works Department. A \$50.00 deduction may be applied for each occasion during the event upon which an operator could not be successfully contacted or reached over a cellular phone not to exceed \$150.00 per event.
- 2.8.4. Contractor(s) shall immediately notify the Public Works Department if Contractor is unable to perform any aspect of contracted duties. This includes all breakdowns, breaks, lunch / dinner and any other reason that has placed the vehicle out of service.
- 2.8.5. Contractor(s) must insure that each operator is insurable, properly licensed, and fit for duty. Arrangements for substitute drivers shall be the responsibility of the contractor should it be necessary.
- 2.8.6. Contractor(s) shall report any damage to the property of others or bodily injury of others, to their insurance company for restitution or make other arrangements with the owner to repair or compensate. The Public Works Department shall be notified of any such event. The Contractor is responsible for obtaining a police report from the appropriate law enforcement agency.
- 2.8.7. If mailboxes are damaged during operations beyond use by the U.S. Postal Service, a temporary box will be installed within 24 hours by the Contractor. Permanent repairs will be scheduled with the homeowner/business and the Public Works Department will be notified of scheduling.
- 2.9. **EVALUATION OF CONTRACT AWARD**
- 2.9.1. Awards will be based on bid responses meeting the minimum specifications and which bids have been determined to provide the greatest value to the county. Previous contract performance will be taken into consideration upon bid award.
- 2.10. **PAYMENT PER UNIT**
- 2.10.1. The payment for each unit of equipment will be for the actual "operating" time at the bid hourly rate. Time will be verified by the Contractor for each piece of equipment. The actual time on and off the job shall be as certified by the designated County representative. The start time will commence for OPTIONS #'s 1, 2 & 3 when Contractor checks in at the Boone County Public Works South Facility. Start time will commence for OPTION # 4 once Contractor reports to the designated route and calls in to our on call services. Stop time is when Contractor is relieved from duty by the Director of Public Works or their designee. All equipment is expected to be fueled and the operator ready to work before arriving.
- 2.10.2. Hourly rates submitted shall include supervision, the operator, fuel, lubricants, tire chains, supplies (excluding salt), repairs and maintenance of equipment.
- 2.10.3. The County will not compensate for meal time, sleep time, or excessive downtime. The County will allow time for minor repairs, adjustments and fueling not to exceed five percent (5%) of the actual time worked on any calendar day. If the Contractor furnishes a piece of equipment that is deemed by the County not to be in good working order, the County will not pay for any time for the use of such equipment.
- 2.10.4. No compensation will be allowed over and above the bid hourly rates.
- 2.10.5. **Minimum Total Contract Payment** - In the event that not enough snow accumulates during the entire winter season for Boone County to activate any portion of the contract, the Contractor may apply for a lump sum payment of \$1,500.00 for each contracted vehicle. Payment shall be authorized after April 15th of following season. Deadline for Contractors to request and collect payment is August 1st of the following season. The full payment shall not be made if any activity is pursued with the contract and/or payment for any services has been authorized. Payment will decrease by actual amount paid to Contractor during the winter season excluding the inspection meeting payment. Contractor needs to have fulfilled all obligations of contract before eligible for full or partial guaranteed payment.
- 2.10.6. **Minimum Event Payment** – Contractor will receive a minimum of two (2) hours of pay for each required vehicle that is activated by Boone County and reports on time for each "event". The minimum payment will be decreased by actual compensation earned by hours worked during each

event.

2.10.7. **Prevailing Wage** - The State of Missouri has advised that Prevailing Wage does not apply to this contract.

2.11. **CONTRACT TERMINATION**

2.11.1. If a Contractor(s) demonstrates excessive non-performance, the County may deem performance to be unsatisfactory and the contract may be canceled after notice of one week.

2.11.2. Examples of non-performance include failure to apply specified sufficient ice control, repeated equipment failures or performing non-County contractual work items while logging time for the County.

2.11.3. The County reserves the right to hire another Contractor or perform work in-house in the event the original Contractor cannot perform contracted services within a reasonable amount of time as determined by the Director of Public Works or their designee.

2.12. **ADDITIONAL INFORMATION**

2.12.1. In the Bid Response, Section 4.7., please note that the numbered sequence of subdivisions also gives the Bidder the priority of locations required in service during an event.

2.13. **BOONE COUNTY INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

2.13.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a

combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

- 2.13.2. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.13.3. The Contractor has the option to provide **Owner’s Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner’s Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.13.4. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.13.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.13.6. **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.
- 2.14. **DESIGNEE** - Boone County Public Works Department, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.15. **BID CLARIFICATION CONTACT** – For bid clarification, direct questions to the Boone County Purchasing Department, Tyson Boldan, Office Specialist, 601 E. Walnut, Room 205, Columbia, MO 65201. Telephone: (573) 886-4394; Facsimile (573) 886-4390 or email: tboldan@boonecountymmo.org.

3. Response Presentation and Review

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

4. Response Form

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. Federal Tax ID: _____
- 4.6.1. Corporation
- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____
- Other (Specify) _____

4.7. **PRICING-Bidders are bidding the services by the hour for each type of vehicle and equipment requested. Routes will be based on the number of bidders and will be determined after review of the bids.**

OPTION 1

Medium Duty Plow & V-Box Spreader

Minimum - ¾ Ton 4WD Pickup or Flatbed
 7 ½' blade (sidekicks included)
 Dual Wheeled Vehicles – 8 ½' blade (sidekicks included)
 2.0 C.Y. (struck capacity) V-Box Spreader
Please describe each vehicle bidding, including year, make, and model

- #1 Licensed Capacity _____ lbs
- #2 Licensed Capacity _____ lbs
- #3 Licensed Capacity _____ lbs
- #4 Licensed Capacity _____ lbs

	Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

OPTION 2

Medium/ Heavy Duty Plow & V-Box Spreader

Minimum - Single Axle Dump Truck or - 1 Ton Flatbed Truck

Maximum turning radius of 36'

10' blade (sidekicks included)

4.0 C.Y. (struck capacity) Bulk Spreader

Please describe each vehicle bidding, including year, make, and model

#1 Licensed Capacity _____ lbs

#2 Licensed Capacity _____ lbs

#3 Licensed Capacity _____ lbs

#4 Licensed Capacity _____ lbs

Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____

OPTION 3

Light Duty – Plow & Tailgate Spreader

Minimum - ¾ Ton 4 WD Pickup or Flatbed

7 ½' blade (sidekicks included)

Dual Wheeled Vehicles – 8 ½' blade (sidekicks included)

Min. 500lb spreader capacity w/vehicle capable of hauling 1,500 lbs of material

Please describe each vehicle bidding, including year, make, and model

#1 Licensed Capacity _____ lbs

#2 Licensed Capacity _____ lbs

#3 Licensed Capacity _____ lbs

#4 Licensed Capacity _____ lbs

Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____

OPTION 4

Light Duty – Plow Only

Minimum - ¾ Ton 4 WD Pickup or Flatbed

7 ½’ blade (sidekicks included)

Dual Wheeled Vehicles – 8 ½’ blade (sidekicks included)

Please describe each vehicle bidding, including year, make, and model

		Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
		\$	\$	\$
#1	Licensed Capacity _____ lbs	\$	\$	\$
#2	Licensed Capacity _____ lbs	\$	\$	\$
#3	Licensed Capacity _____ lbs	\$	\$	\$
#4	Licensed Capacity _____ lbs	\$	\$	\$

4.7.1. **Renewals**-Bidders shall provide proposed maximum dollar amounts of increases for potential renewal periods. Acceptance of proposed renewal pricing is at the sole discretion of the County.

		Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
4.7.1.1. Second Contract Term	Option 1	\$ _____	\$ _____	\$ _____
	Option 2	\$ _____	\$ _____	\$ _____
	Option 3	\$ _____	\$ _____	\$ _____
	Option 4	\$ _____	\$ _____	\$ _____

		Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
4.7.1.2. Third Contract Term	Option 1	\$ _____	\$ _____	\$ _____
	Option 2	\$ _____	\$ _____	\$ _____
	Option 3	\$ _____	\$ _____	\$ _____
	Option 4	\$ _____	\$ _____	\$ _____

4.8. List all contact names, telephone numbers, cellular telephone numbers, and/or pager numbers. Use additional sheets if required.

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

4.9.1. **Reference #1**

Individual Name:

Company Name:

Address:

Telephone:

Brief Description of Work:

4.9.2. **Reference #2**

Individual Name:

Company Name:

Address:

Telephone:

Brief Description of Work:

4.9.3. **Reference #3**

Individual Name:

Company Name:

Address:

Telephone:

Brief Description of Work:

PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE

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

4.10.1. Authorized Representative (Sign By Hand):

_____ Date: _____

4.10.2. Print Name and Title of Authorized Representative

_____ Date: _____

5.0

Vehicle Inspection Check List

Bid Option _____

Date of Inspection _____

BCPW ID # Assigned _____ (approved vehicles only)

Make of Vehicle _____ Size of Vehicle _____ Year _____

Type of Bed _____ Vehicle Color _____

License # _____

Plow Manufacturer _____ Model # _____ Width _____

Plow Up _____ Plow Down _____ Plow Left _____ Plow Right _____

Spreader Manufacturer _____ Model # _____ Capacity _____

Spreader controls in cab _____

Spreader on _____ Spreader off _____

Meets Manufacturers Recommendations for Equipment installed. (Must include load capacity)

Re – Inspection Required _____

Additional Comments:

Authorized for Inspection Payment _____ Date _____



Boone County Purchasing
601 E. Walnut, Room 205
Columbia, MO 65201

Standard Terms and Conditions

Tyson Boldan, CPPB, Purchasing Clerk
Phone: (573) 886-4394 – Fax: (573) 886-4390

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



Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

“No Bid” Response Form

Tyson Boldan, CPPB, Purchasing Clerk
(573) 886-4394 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

Bid: 45-09AUG07 – Snow & Ice Control Services

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

**PURCHASE AGREEMENT
FOR
SNOW AND ICE CONTROL SERVICES TERM AND SUPPLY**

THIS AGREEMENT dated the 25th day of September 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Tiger Striping LLC**, 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 **Snow and Ice Control Services Term and Supply**, County of Boone Request for Bid, bid number **45-09AUG07**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Addendum #1, Contractor's fax memo dated September 9, 2007, as well as the Contractor's bid response dated August 8, 2007 and executed by Ken Rall, 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 September 1, 2007 and extend through August 31, 2008 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **one truck @ \$225 per hour for Snow and Ice Control Services for Option 1 – Medium Duty – Plow & V-Box Spreader, 4-WD Pickup or Flatbed Truck and three trucks @ \$245 per hour for Snow and Ice Control Services for Option 2 – Medium/Heavy Duty Plow and V-Box Spreader**. Vehicles shall be fully equipped as described 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 County.

4. Service - Contractor agrees to provide the services as outlined in the bid specifications.

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

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

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

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

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

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

TIGER STRIPING LLC
 by [Signature]
 title owner
 address Pop Box 1015
Columbia, MO 65204

BOONE COUNTY, MISSOURI
 by: Boone County Commission
[Signature]
 Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:
[Signature]
 County Counselor

ATTEST:
[Signature]
 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

<u>No Encumbrance Required</u>	<u>9/18/07</u>	<u>2040/71100 Term/Supply</u>
Signature <u>by cg</u>	Date	Appropriation Account

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID EL
TIGER-3

DATE (MM/DD/YYYY)
10/22/07

PRODUCER Plaza Insurance Center, Inc. 2700 Forum Blvd. Columbia MO 65203 Phone: 573-445-1178		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Tiger Dirt, LLC & Tiger Striping, LLC PO Box 1015 Columbia MO 65205		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Columbia Mutual Insurance	40371
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CMPMO12615	08/02/07	08/02/08	EACH OCCURRENCE \$ 100000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS	CAPMO12615	08/02/07	08/02/08	COMBINED SINGLE LIMIT (Ea accident) \$ 100000 BODILY INJURY (Per person) \$
A		<input checked="" type="checkbox"/> NON-OWNED AUTOS	CAPMO12615	08/02/07	08/02/08	BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH. ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER BOONE14 Boone County Purchasing Tyson Boldan 601 E. Walnut, Rm. 209 Columbia MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE House Account <i>R Michael Mauzy</i>
--	---

Date:

9/14/07

Fax #:

886-4390

TIGER STRIPING

To:

Bone Canyon Purchaser

Number of Pages
Including Cover

1 c/o Tyson

Notes/Comments:

Per conversation of previous
fax to John Watson at
Public Works. We will take
of the exclusion on our bid
for the one truck. It can
be included full time

Kerr

We appreciate your business! Ken Rall

2.13.3. COMMERCIAL Automobile Liability - The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

2.13.4. Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

2.13.5. INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

By: Tyson Boldan
Tyson Boldan,
Office Specialist

OFFEROR has examined copy of Addendum #1 to Request for Bid # 45-09AUG07-Snow & Ice Control Services receipt of which is hereby acknowledged:

Company Name: Tiber Stripes & Merdes LLC
Address: P.O. Box 1015
Columbia, Mo 65205

Phone Number: 573 874-1572 Fax Number: 573 874-1197

Authorized Representative Signature: Ken Paul Date: 8/8/07
Authorized Representative Printed Name: Ken Paul

Response Form

Company Name: Tiger Striping LLC

Address: P.O. Box 1015

4.3. City/Zip: Columbia MO 65205

4.4. Phone Number: 573-874-1572 mobile 573-268-4519

4.5. Fax Number: 573-874-1197

4.6. Federal Tax ID: 43-1582198

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

4.7. **PRICING**-Bidders are bidding the services by the hour for each type of vehicle and equipment requested. Routes will be based on the number of bidders and will be determined after review of the bids.

OPTION 1

Medium Duty Plow & V-Box Spreader

Minimum - ¾ Ton 4WD Pickup or Flatbed

7 ½' blade (sidekicks included)

Dual Wheeled Vehicles - 8 ½' blade (sidekicks included)

2.0 C.Y. (struck capacity) V-Box Spreader

Please describe each vehicle bidding including year, make, and model

#1 1998 Licensed Capacity 1800 lbs

#2 1998 Ford Licensed Capacity 1800 lbs

#3 1980 Chevy w/ V Box Licensed Capacity 1800 lbs

#4 _____ Licensed Capacity _____ lbs

	Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
#1	\$ 225	\$	\$
#2	\$ 225	\$	\$
#3	\$ 200	\$ 25	\$ 225
#4	\$	\$	\$
	\$	\$	\$

Handwritten notes: All 1980 Dodge Van w/ ...
 ...
 ...

picture enclosed

OPTION 2

Minimum/ Heavy Duty Plow & V-Box Spreader
 Minimum - Single Axle Dump Truck or - 1 Ton Flatbed Truck

Maximum turning radius of 36'
 10' blade (sidekicks included)

4.0 C.Y. (struck capacity) Bulk Spreader

Please describe each vehicle bidding, including year, make, and model

#1 1984 Ford F350 w/V Box Spreader Licensed Capacity 2400 lbs

#2 1989 Dodge Gas w/V Box Spreader Licensed Capacity _____ lbs

#3 1999 Dodge Diesel w/V Box Spreader Licensed Capacity _____ lbs

#4 _____ Licensed Capacity _____ lbs

for only use for 4 hrs at beginning of snow

Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
\$ 220	\$ 25	\$ 245
\$ 220	\$ 25	\$ 245
\$ 220	\$ 25	\$ 245
\$	\$	\$
\$	\$	\$

OPTION 3

Light Duty - Plow & Tailgate Spreader

Minimum - 3/4 Ton 4 WD Pickup or Flatbed
 7 1/2' blade (sidekicks included)

Dual Wheeled Vehicles - 8 1/2' blade (sidekicks included)

Min. 500lb spreader capacity w/vehicle capable of hauling 1,500 lbs of material

Please describe each vehicle bidding, including year, make, and model

#1 _____ Licensed Capacity _____ lbs

#2 _____ Licensed Capacity _____ lbs

#3 _____ Licensed Capacity _____ lbs

#4 _____ Licensed Capacity _____ lbs

Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
\$	\$ _____	\$
\$	\$	\$
\$	\$	\$
\$	\$	\$
\$	\$	\$

uty - Plow Only

num - 3/4 Ton 4 WD Pickup or Flatbed

blade (sidekicks included)

Dual Wheeled Vehicles - 8 1/2' blade (sidekicks included)

Please describe each vehicle bidding, including year, make, and model

- #1 1980 Chev Pickup Licensed Capacity 1800 lbs
- #2 Licensed Capacity _____ lbs
- #3 Licensed Capacity _____ lbs
- #4 Licensed Capacity _____ lbs

Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
\$	\$	\$
\$ 200	\$ 25	\$ 225
\$	\$	\$
\$	\$	\$
\$	\$	\$

4.7.1. **Renewals**-Bidders shall provide proposed maximum dollar amounts of increases for potential renewal periods. Acceptance of proposed renewal pricing is at the sole discretion of the County.

4.7.1.1. Second Contract Term ^{or}

Add 20% per hr to base contract

	Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
Option 1	\$ _____	\$ _____	\$ _____
Option 2	\$ _____	\$ _____	\$ _____
Option 3	\$ _____	\$ _____	\$ _____
Option 4	\$ _____	\$ _____	\$ _____

4.7.1.2. Third Contract Term

Add 35% per hr to base contract

	Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
Option 1	\$ _____	\$ _____	\$ _____
Option 2	\$ _____	\$ _____	\$ _____
Option 3	\$ _____	\$ _____	\$ _____
Option 4	\$ _____	\$ _____	\$ _____

List all contact names, telephone numbers, cellular telephone numbers, and/or pager numbers.
Use additional sheets if required.

Attached

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

4.9.1. Reference #1

Individual Name: Greg Martin
Company Name: Terry's Hill SADDON
Address:
Telephone: 445 4506
Brief Description of Work:

Road Snow & Ice Removal for SADDON
for last yr

4.9.2. Reference #2

Individual Name: Quinn Pratte
Company Name:
Address: 12695 Wmbs River Rd S
Telephone: 657-1935
Brief Description of Work:

Snow & Ice Removal for SADDON
last yr

4.9.3. Reference #3

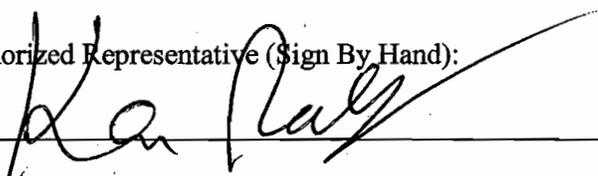
Individual Name: Massad Herda
Company Name: Woodcrest Chapel
Address: 1901 W Victory
Telephone: 445-1131
Brief Description of Work:

Snow & Ice Removal for last 16 yr.

PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE

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

4.10.1. Authorized Representative (Sign By Hand):



Date: 8/8/07

4.10.2. Print Name and Title of Authorized Representative

Ken Ball

Date: 8/8/07



BOONE COUNTY, MISSOURI
Request for Bid #: 45-09AUG07-Snow & Ice Control Services

ADDENDUM #1 - (Issued July 31, 2007)

This addendum is issued in accordance with the Scope of Services of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's bid response.

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

- 1) REPLACE Boone County Insurance Requirements in paragraphs 2.13. through 2.13.6. of bid with the following:

2.13. Boone County Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

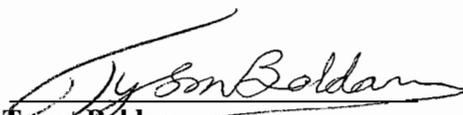
2.13.1. Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

2.13.2. Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

2.13.3. COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

2.13.4. Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

2.13.5. INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

By: 
Fyson Boldan,
Office Specialist

OFFEROR has examined copy of Addendum #1 to Request for Bid # **45-09AUG07-Snow & Ice Control Services** receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



Request for Bid (Bid)

Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Tyson Boldan, Office Specialist
Phone: (573) 886-4394 Fax: (573) 886-4390
Email: tboldan@boonecountymo.org

Bid Data

Bid Number: **45-09AUG07**
Commodity Title: **Snow and Ice Control Services Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **THURSDAY, August 09, 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 205
Columbia, MO 65201

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

Bid Opening

Day / Date: **THURSDAY, August 09, 2007**
Time: **10:30 A.M.**
Location / Address: Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201

Bid Contents

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

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 1) the provisions of the Contract (as it may be amended);
 2) the provisions of the Bid;
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract period resulting from this Bid will have an initial term from September 1, 2007 through August 31, 2008, and may be automatically renewed for an additional two (2) years unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS/SERVICE TO BE PROVIDED** – For the furnishing of **Snow and Ice Control Services** for Boone County subdivisions and other assigned streets. Snow removal shall be defined as the complete and total relocation of fallen and drifting snow in the traveled roadway.
- 2.1.2. An “Event” shall be defined as the period of time during which emergency snow removal procedures are initiated and deemed completed by the Boone County Public Works Department. If applicable, a new event will be identified when a span of twelve hours separates snowfalls. The required services shall be extended to include ice control activities as specified herein.
- 2.1.3. Boone County intends to initiate an event when there is approximately two inches (2”) of snowfall accumulation on the roads and may initiate an event for lesser accumulations or for an ice event. It is at Boone County’s sole discretion as to whether or not to call out snow contractors. Two inches is used as a **guideline** and we will also consider the weather forecast in our decision making process. The County intends to use the contractors as it deems necessary and reasonable to provide efficient and effective service to the citizens of Boone County. Contractors will be directed at call out on how to proceed. **The following three (3) scenarios will apply:** 1. **Heavy snow** is predicted, contractors shall open all intersections, apply salt as described and blade a minimum of twenty-two (22) feet in width for the entire group and order assigned. Once all roadways within group have been opened and intersections salted, contractor shall start with the last group and work backwards until all roadways have been plowed from curb to curb or edge to edge. Additional applications of salt may be required and will be directed by BCPW. 2. **Light snow** is predicted. Contractor shall open all intersections; apply salt as described and blade from curb to curb and edge to edge. 3. **Icing Event** – Contractors will be called out to apply salt in all intersections and other assigned areas. Not all trucks may be called out for icing events.
- 2.2. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.3. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.5. **MINIMUM SNOW REMOVAL AND ICE CONTROL SERVICES**
- 2.5.1. A Contractor shall not supplement approved equipment with equipment that is not approved.
- 2.5.2. Contractor will be assigned a route or routes by Boone County Public Works once all contract awards are approved by the County Commission. – **Routes will generally be designed for completion of services within 8 – 12 hours for an average storm event and will vary based upon the total number of contractors.** Contractor may be reassigned to assist in other routes upon request of the Director of Public Works or their designee. Contractor shall allow assistance by others as deemed necessary by Boone County Public Works and shall only invoice for hours actually worked at the bid rate.
- 2.5.3. The goal for the services bid is to provide the safest environment possible for the traveling public within Boone County Maintained Right of Ways during snow and ice events. The Contractor(s) shall work continuously with approved equipment while plowing, plowing and spreading, or spreading materials as assigned in order to keep the roads passable at all times. Priorities shall be the routes established, (to be created after bids are awarded and approved by the County Commission) unless otherwise directed by the Director of Public Works or their designee. All snow and ice removal activities shall be done in specified order starting with page one unless

- otherwise directed.
- 2.5.4. The traveled roadway shall include the entire roadway surface occupied between the curbs or edge of pavement on non-curbed streets. All pushed snow must be placed in an area that does not create any driving hazards.
- 2.5.5. It is not acceptable for the Contractor to push snow onto a roadway where the County or another agency provides the snow removal services. The County has specific snow routes and it should **not** be assumed that they would remove any snow deposited by your firm. Snow shall not be pushed into a private driveway, **in front of mailboxes, or storm drainage structures**, except for the normal windrow of the plow.
- 2.5.6. Ice Control will include the application of Rock Salt (NaCl) and / or abrasive mixes. The County will supply the ice control materials in bags or bulk as needed and will load during the events only from the Boone County South Facility. Additional materials may be required during an event, therefore contractors will be paid for the time it takes to re-supply and re-mobilize. Materials shall be placed only on county maintained roadways designated by the routes unless otherwise directed by the Director of Public Works or their designee.
- 2.5.7. The applications of ice control materials shall be made at **all** intersecting streets as measured 100 feet from the center of the intersection or otherwise directed or shown on the route maps.
- 2.5.8. **Ice Control Application Rates:** Application rates will be determined by Boone County Public Works.
- 2.5.9. The County reserves the right to ask for reapplication of ice control or redo areas that were plowed if performance is deemed insufficient. Contractor will be required to reapply in a timely manner.
- 2.5.10. **EXCEPTION TO BOTH SNOW REMOVAL AND ICE CONTROL** - An exception to the removal requirement shall be made for vehicles parked on the street. These areas **will not** require manual labor for removal of snow or the treatment of ice cover to the curb.
- 2.6. **MINIMUM EQUIPMENT SPECIFICATIONS**
- 2.6.1. Contractor will have the following options to bid on. **Contractor is not required to bid all options.**

OPTION 1 Medium Duty – Plow & V - Box Spreader

Minimum – ¾ Ton 4 Wheel Drive Pickup or Flatbed Truck equipped with a 7 ½' blade and V - Box Slide In Spreader capable of holding 2.0 C.Y. (Struck Capacity).

- A dual wheeled vehicle shall provide a 8 ½' blade with the same minimum spreader specifications.

(See 2.6.3 – 2.6.5 for additional requirements).

OPTION 2 Medium / Heavy Duty – Plow & V – Box Spreader

Minimum – Single Axle Dump Truck or 1 Ton Flatbed Truck with maximum turning radius of 36' and equipped with a 10' blade and 9' V - Box Spreader capable of holding 4.0 C.Y. (Struck Capacity). (See 2.6.3 – 2.6.5 for additional requirements).

OPTION 3 Light Duty – Plow & Tailgate Spreader

Minimum – ¾ Ton 4 Wheel Drive Pickup or Flatbed Truck equipped with a minimum 500 lb. Tailgate Spreader and the capability of hauling 1,500 lbs of salt.

- A dual wheeled vehicle shall provide an 8 ½' blade.

(See 2.6.3 – 2.6.5 for additional requirements)

OPTION 4 Light Duty – Plow Only

Minimum – ¾ Ton 4 Wheel Drive Pickup or Flatbed Truck equipped with a 7 ½' blade.

- A dual wheeled vehicle shall provide an 8 ½' blade.

(See 2.6.3 – 2.6.5 for additional requirements).

- 2.6.2. Units shall have cab mounted plow and spreader controls to allow one-man operation. Plows shall be capable of being raised, lowered and with the ability to rotate to the left and to the right.
- 2.6.3. Material spreader shall be capable of evenly distributing free flowing granular materials over an area at least one travel lane in width. The spreader shall be a device specifically designed for snow and ice control operations which will distribute salt over the roadway at a variable or calibrated rate.
- 2.6.4. **OPERATOR TRAINING / VEHICLE INSPECTIONS** – Operator training and vehicle inspections will be performed at the Pre-Season Snow Contractors Meeting conducted in late October. All equipment that is awarded must be presented at this time for inspection. Only approved vehicles will be used in performance of this contract. **A copy of the required check list is attached as 5.0.**
- 2.6.5. Contractor shall receive \$250.00 for each vehicle awarded that is presented and passes the Mandatory Items required for inspection at the Pre-Season Snow Contractors Meeting, to be used in conjunction with this contract. All equipment must be mounted and operational. **If any of the mandatory items required (including driver) are not presented or pass inspection, the Contractor will not be awarded the \$250.00 for that vehicle.** Vehicles and equipment required by contract that are not presented for the inspection or pass the inspection, must be scheduled for a re-inspection during normal working hours. Additional vehicles and equipment that may be used as substitutes may be inspected at the Pre-Season Snow Contractors Meeting, but will not receive any compensation for such. **Renewals – If the County chooses to renew the contracts as per this agreement, Contractors will be obligated to attend the Pre-Season Snow Contractors Meeting each subsequent year. Compensation under this initial contract will remain in effect for all renewals as long as contractor provides the necessary equipment and documentation as required.**
- 2.6.6. All operators and / or supervisors committed to carrying out the terms of this contract are **required** to attend this meeting.
- 2.6.7. The County specifically reserves the right to discontinue using any unit of equipment at any time, with the County being the sole judge as to whether or not the equipment is performing satisfactorily.
- 2.7. **RESPONSE TIME** - The Contractor(s) will be required to respond within one (1) hour from notification to proceed or as directed by the Director of Public Works or their designee. The Contractor(s) shall execute the work continuously and in an orderly, timely and efficient manner. Contractor shall not deviate from assigned snow route nor execute any other work while performing under this contract with the County. The primary objective will be to provide driving conditions that will allow for the safe passage of all emergency and general public vehicles.
- 2.7.1. All equipment and personnel placed on contract as a result of this bid must be available upon request at anytime on a twenty-four (24) hour day, seven (7) day a week basis, and shall be employed as directed by the Director of Public Works or their designee. Contractors are required to supply the County with methods of contact at beginning of event. Methods of contact include home phone number, pager number, etc.
- 2.8. **CONTRACTOR'S RESPONSIBILITIES**
- 2.8.1. Contractor(s) are required to identify their equipment in their bid response. Upon execution of the contract, the Public Works Department will inspect the Contractor(s) equipment including plows and spreaders.

- 2.8.2. Contractor(s) shall keep all equipment in good working order and possess a valid vehicle inspection in accordance with Missouri State law. The contractor must also ensure that the vehicle and equipment do not exceed the vehicle's license rating.
- 2.8.3. Contractor(s) shall equip each vehicle with a mobile phone and file that phone number and any changes that occur during the contract period with the Public Works Department. A \$50.00 deduction may be applied for each occasion during the event upon which an operator could not be successfully contacted or reached over a cellular phone not to exceed \$150.00 per event.
- 2.8.4. Contractor(s) shall immediately notify the Public Works Department if Contractor is unable to perform any aspect of contracted duties. This includes all breakdowns, breaks, lunch / dinner and any other reason that has placed the vehicle out of service.
- 2.8.5. Contractor(s) must insure that each operator is insurable, properly licensed, and fit for duty. Arrangements for substitute drivers shall be the responsibility of the contractor should it be necessary.
- 2.8.6. Contractor(s) shall report any damage to the property of others or bodily injury of others, to their insurance company for restitution or make other arrangements with the owner to repair or compensate. The Public Works Department shall be notified of any such event. The Contractor is responsible for obtaining a police report from the appropriate law enforcement agency.
- 2.8.7. If mailboxes are damaged during operations beyond use by the U.S. Postal Service, a temporary box will be installed within 24 hours by the Contractor. Permanent repairs will be scheduled with the homeowner/business and the Public Works Department will be notified of scheduling.
- 2.9. **EVALUATION OF CONTRACT AWARD**
- 2.9.1. Awards will be based on bid responses meeting the minimum specifications and which bids have been determined to provide the greatest value to the county. Previous contract performance will be taken into consideration upon bid award.
- 2.10. **PAYMENT PER UNIT**
- 2.10.1. The payment for each unit of equipment will be for the actual "operating" time at the bid hourly rate. Time will be verified by the Contractor for each piece of equipment. The actual time on and off the job shall be as certified by the designated County representative. The start time will commence for OPTIONS #'s 1, 2 & 3 when Contractor checks in at the Boone County Public Works South Facility. Start time will commence for OPTION # 4 once Contractor reports to the designated route and calls in to our on call services. Stop time is when Contractor is relieved from duty by the Director of Public Works or their designee. All equipment is expected to be fueled and the operator ready to work before arriving.
- 2.10.2. Hourly rates submitted shall include supervision, the operator, fuel, lubricants, tire chains, supplies (excluding salt), repairs and maintenance of equipment.
- 2.10.3. The County will not compensate for meal time, sleep time, or excessive downtime. The County will allow time for minor repairs, adjustments and fueling not to exceed five percent (5%) of the actual time worked on any calendar day. If the Contractor furnishes a piece of equipment that is deemed by the County not to be in good working order, the County will not pay for any time for the use of such equipment.
- 2.10.4. No compensation will be allowed over and above the bid hourly rates.
- 2.10.5. **Minimum Total Contract Payment** - In the event that not enough snow accumulates during the entire winter season for Boone County to activate any portion of the contract, the Contractor may apply for a lump sum payment of \$1,500.00 for each contracted vehicle. Payment shall be authorized after April 15th of following season. Deadline for Contractors to request and collect payment is August 1st of the following season. The full payment shall not be made if any activity is pursued with the contract and/or payment for any services has been authorized. Payment will decrease by actual amount paid to Contractor during the winter season excluding the inspection meeting payment. Contractor needs to have fulfilled all obligations of contract before eligible for full or partial guaranteed payment.
- 2.10.6. **Minimum Event Payment** – Contractor will receive a minimum of two (2) hours of pay for each required vehicle that is activated by Boone County and reports on time for each "event". The minimum payment will be decreased by actual compensation earned by hours worked during each

event.

2.10.7. **Prevailing Wage** - The State of Missouri has advised that Prevailing Wage does not apply to this contract.

2.11. **CONTRACT TERMINATION**

2.11.1. If a Contractor(s) demonstrates excessive non-performance, the County may deem performance to be unsatisfactory and the contract may be canceled after notice of one week.

2.11.2. Examples of non-performance include failure to apply specified sufficient ice control, repeated equipment failures or performing non-County contractual work items while logging time for the County.

2.11.3. The County reserves the right to hire another Contractor or perform work in-house in the event the original Contractor cannot perform contracted services within a reasonable amount of time as determined by the Director of Public Works or their designee.

2.12. **ADDITIONAL INFORMATION**

2.12.1. In the Bid Response, Section 4.7., please note that the numbered sequence of subdivisions also gives the Bidder the priority of locations required in service during an event.

2.13. **BOONE COUNTY INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

2.13.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a

combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

- 2.13.2. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.13.3. The Contractor has the option to provide **Owner’s Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner’s Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.13.4. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.13.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.13.6. **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.
- 2.14. **DESIGNEE** - Boone County Public Works Department, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.15. **BID CLARIFICATION CONTACT** – For bid clarification, direct questions to the Boone County Purchasing Department, Tyson Boldan, Office Specialist, 601 E. Walnut, Room 205, Columbia, MO 65201. Telephone: (573) 886-4394; Facsimile (573) 886-4390 or email: tboldan@boonecountymo.org.

3. Response Presentation and Review

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

4. Response Form

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. Federal Tax ID: _____
- 4.6.1. () Corporation
- () Partnership - Name _____
- () Individual/Proprietorship - Individual Name _____
- () Other (Specify) _____

4.7. **PRICING-Bidders are bidding the services by the hour for each type of vehicle and equipment requested. Routes will be based on the number of bidders and will be determined after review of the bids.**

OPTION 1

Medium Duty Plow & V-Box Spreader

Minimum - ¾ Ton 4WD Pickup or Flatbed
 7 ½' blade (sidekicks included)
 Dual Wheeled Vehicles – 8 ½' blade (sidekicks included)
 2.0 C.Y. (struck capacity) V-Box Spreader
Please describe each vehicle bidding, including year, make, and model

- #1 Licensed Capacity _____ lbs
- #2 Licensed Capacity _____ lbs
- #3 Licensed Capacity _____ lbs
- #4 Licensed Capacity _____ lbs

	Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

OPTION 2

Medium/ Heavy Duty Plow & V-Box Spreader

Minimum - Single Axle Dump Truck or - 1 Ton

Flatbed Truck

Maximum turning radius of 36'

10' blade (sidekicks included)

4.0 C.Y. (struck capacity) Bulk Spreader

Please describe each vehicle bidding, including year, make, and model

Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
\$	\$	\$
\$	\$	\$
\$	\$	\$
\$	\$	\$
\$	\$	\$

#1 Licensed Capacity ___ lbs

#2 Licensed Capacity ___ lbs

#3 Licensed Capacity ___ lbs

#4 Licensed Capacity ___ lbs

OPTION 3

Light Duty – Plow & Tailgate Spreader

Minimum - ¾ Ton 4 WD Pickup or Flatbed

7 ½' blade (sidekicks included)

Dual Wheeled Vehicles – 8 ½' blade (sidekicks included)

Min. 500lb spreader capacity w/vehicle capable of hauling 1,500 lbs of material

Please describe each vehicle bidding, including year, make, and model

Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
\$	\$ _____	\$
\$	\$	\$
\$	\$	\$
\$	\$	\$
\$	\$	\$

#1 Licensed Capacity ___ lbs

#2 Licensed Capacity ___ lbs

#3 Licensed Capacity ___ lbs

#4 Licensed Capacity ___ lbs

OPTION 4

Light Duty – Plow Only

Minimum - ¾ Ton 4 WD Pickup or Flatbed

7 ½’ blade (sidekicks included)

Dual Wheeled Vehicles – 8 ½’ blade (sidekicks included)

Please describe each vehicle bidding, including year, make, and model

#1 Licensed Capacity _____ lbs

#2 Licensed Capacity _____ lbs

#3 Licensed Capacity _____ lbs

#4 Licensed Capacity _____ lbs

	Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
	\$ _____	\$ _____	\$ _____
#1	\$ _____	\$ _____	\$ _____
#2	\$ _____	\$ _____	\$ _____
#3	\$ _____	\$ _____	\$ _____
#4	\$ _____	\$ _____	\$ _____

4.7.1. **Renewals**-Bidders shall provide proposed maximum dollar amounts of increases for potential renewal periods. Acceptance of proposed renewal pricing is at the sole discretion of the County.

		Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
4.7.1.1. Second Contract Term	Option 1	\$ _____	\$ _____	\$ _____
	Option 2	\$ _____	\$ _____	\$ _____
	Option 3	\$ _____	\$ _____	\$ _____
	Option 4	\$ _____	\$ _____	\$ _____

		Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
4.7.1.2. Third Contract Term	Option 1	\$ _____	\$ _____	\$ _____
	Option 2	\$ _____	\$ _____	\$ _____
	Option 3	\$ _____	\$ _____	\$ _____
	Option 4	\$ _____	\$ _____	\$ _____

4.8. List all contact names, telephone numbers, cellular telephone numbers, and/or pager numbers. Use additional sheets if required.

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

4.9.1. **Reference #1**

Individual Name:

Company Name:

Address:

Telephone:

Brief Description of Work:

4.9.2. **Reference #2**

Individual Name:

Company Name:

Address:

Telephone:

Brief Description of Work:

4.9.3. **Reference #3**

Individual Name:

Company Name:

Address:

Telephone:

Brief Description of Work:

PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE

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

4.10.1. Authorized Representative (Sign By Hand):

_____ Date: _____

4.10.2. Print Name and Title of Authorized Representative

_____ Date: _____

5.0

Vehicle Inspection Check List

Bid Option _____

Date of Inspection _____

BCPW ID # Assigned _____ (approved vehicles only)

- Make of Vehicle _____ Size of Vehicle _____ Year _____
- Type of Bed _____ Vehicle Color _____
- License # _____
- Plow Manufacturer _____ Model # _____ Width _____
- Plow Up _____ Plow Down _____ Plow Left _____ Plow Right _____
- Spreader Manufacturer _____ Model # _____ Capacity _____
- Spreader controls in cab _____
- Spreader on _____ Spreader off _____
- Meets Manufacturers Recommendations for Equipment installed. (Must include load capacity)
- Re – Inspection Required _____
- Additional Comments:

- Authorized for Inspection Payment _____ Date _____



Boone County Purchasing
601 E. Walnut, Room 205
Columbia, MO 65201

Standard Terms and Conditions

Tyson Boldan, CPPB, Purchasing Clerk
Phone: (573) 886-4394 – Fax: (573) 886-4390

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



Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

"No Bid" Response Form

Tyson Boldan, CPPB, Purchasing Clerk
(573) 886-4394 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

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

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

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

Bid: 45-09AUG07 – Snow & Ice Control Services

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

**PURCHASE AGREEMENT
FOR
SNOW AND ICE CONTROL SERVICES TERM AND SUPPLY**

THIS AGREEMENT dated the 25th day of September 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Diamond "C" Services**, 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 **Snow and Ice Control Services Term and Supply**, County of Boone Request for Bid, bid number **45-09AUG07**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Addendum #1, as well as the Contractor's bid response dated August 8, 2007 and executed by Michael Crane, 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 September 01, 2007 and extend through August 31, 2008 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **two trucks @ \$280 per hour for Snow and Ice Control Services for Option 1 – Medium Duty – Plow & V-Box Spreader, 4-WD Pickup or Flatbed Truck and one truck @ \$295 per hour for Snow and Ice Control Services for Option 2 – Medium/Heavy Duty Plow and V-Box Spreader**. Vehicles shall be fully equipped as described 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 County.

4. **Service** - Contractor agrees to provide the services as outlined in the bid specifications.

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

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

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

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

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

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

DIAMOND "C" SERVICES

by Kathy L Gave

title Sec

address 8100 E Cedar Hills
Ashland MO 65010 Rd

BOONE COUNTY, MISSOURI

by: Boone County Commission

Kenneth M. Pearson

Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:
[Signature]
County Counselor

ATTEST:
Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

No Encumbrance Required
Signature by eg

9/19/07
Date

2040/71100 Term/Supply
Appropriation Account



SHELTER INSURANCE COMPANIES



THIS POLICY ISSUED BY:
SHELTER MUTUAL INSURANCE CO.

GENERAL LIABILITY POLICY
DECLARATIONS

AGENT:
JUDITH ENGLISH LUTCF
206A W DUNKLIN
JEFFERSON CITY, MO 65101
573-635-4645

24-0B596-19

NAME AND ADDRESS OF INSURED:

REISSUE OF
POLICY NUMBER 24-31-001693258-0001

#24-0B596-19

RANDY AND DONNA SAPP
19311 OLD HIGHWAY 63 S
HARTSBURG MO 65039-8821

POLICY PERIOD: FROM 12:01 A.M. DECEMBER 23, 2005 TO JUNE 23, 2006 AT 12:01 A.M. STANDARD TIME AT THE LOCATION OF THE
PROPERTY DESCRIBED; AND SUBJECT TO CONSENT OF THE COMPANY FOR TERMS OF SUCH DURATION EACH THEREAFTER AS THE REQUIRE
RENEWAL PREMIUM IS PAID BY THE INSURED AND RECEIVED BY THE COMPANY ON OR BEFORE EXPIRATION OF THE CURRENT TERM.

LOCATION OF THE PREMISES COVERED IS:

DEFINED POLICY TERRITORY OR SEE BELOW

BUSINESS OF THE NAMED INSURED IS: SNOW REMOVAL

THE NAMED INSURED IS: INDIVIDUAL

AUDIT PERIOD: ANNUALLY

SUBJECT TO THE TERMS OF THIS POLICY, THE COMPANY'S LIMITS OF LIABILITY FOR THE COVERAGES PROVIDED UNDER THIS POLICY
ARE AS FOLLOWS:

Table with columns: LIMITS OF INSURANCE, GENERAL AGGREGATE (OTHER THAN PRODUCTS - COMPLETED OPERATIONS), PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT (SEE EACH CLASSIFICATION BELOW), PERSONAL AND ADVERTISING INJURY LIMIT, EACH OCCURRENCE LIMIT, FIRE DAMAGE LIMIT, MEDICAL EXPENSE LIMIT. Includes sub-table for COVERAGE FORM AND DESCRIPTION OF HAZARDS, PREMIUM BASES, RATES, ADVANCE PREMIUM.

COVERAGE PARTS AND ENDORSEMENTS ATTACHED TO AND FORMING PART OF THIS POLICY

- CG-00-01 (12-2004) COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG-21-67 (12-2004) FUNGI OR BACTERIA EXCLUSION
IL-02-74 (07-2002) MISSOURI CHANGES - CANCELLATION AND NONRENEWAL
IL-00-17 (11-1998) COMMON POLICY CONDITIONS
CG-21-44 (07-1998) LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECTS
LIMITED TO STREET CLEANING
CG-01-34 (08-2003) MISSOURI CHANGES - POLLUTION EXCLUSION
CG-31-31 (12-2004) FUNGI OR BACTERIA EXCLUSION
CG 00 67 (03-2005) VIOLATION OF STATUTES THAT GOVERN SENDING INFORM
G-252-G AMENDATORY ENDORSEMENT
CG-26-50 (12-1998) MISSOURI CHANGES - MEDICAL PAYMENTS

SEE CONTINUATION PAGE

A POLICY CONSISTS OF THIS DECLARATION, COMMON POLICY
CONDITIONS AND ONE OR MORE COVERAGE FORMS. A COVERAGE PART
CONSISTS OF A COVERAGE FORM AND APPLICABLE ENDORSEMENTS.

RECEIVED FOR THIS REISSUE \$ 451.00

COVERAGE FOR ACTS OF TERRORISM IS INCLUDED IN YOUR POLICY AT NO
CHARGE. 90% OF ANY LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM
AND PAID BY SHELTER WOULD BE REIMBURSED BY THE UNITED STATES.

TRANSACTION: RENEW
H. O. CODE: 451.00
POLICY TERM: SIX MONTHS DATE ISSUED: 12-22-2005
'06152005'

E

COUNTERSIGNED BY [Signature]
G- 8-G

PREMIUM NOTICE



31000102G
345

POLICY NUMBER	RENEWAL PERIOD	DUE DATE	KIND OF POLICY
2 1-1693258-2	6 MONTHS FROM	OCT 12, 2007 AT 12:01 A.M.	GENERAL LIABILITY PREMIUM DUE \$996.96

000102 OREN092407
#24-B596-19
RANDY SAPP
19311 OLD HIGHWAY 63 S
HARTSBURG MO 65039-8821



AGENT: JUDITH INGLISH LUTCF
206A W DUNKLIN
JEFFERSON CITY, MO 65101
573-635-4645
24- B596-19



TERRORISM REINSURANCE

Coverage for acts of terrorism is included in your policy at no charge. 85% of any losses caused by certified acts of terrorism and paid by Shelter would be reimbursed by the United States.

PREMIUM OF \$28.96 FOR PREVIOUS TRANSACTION INCLUDED IN PREMIUM

PLEASE DETACH AND RETURN WITH PAYMENT - SEE REVERSE SIDE FOR POLICY CHANGE FORM



SHELTER INSURANCE COMPANIES



000030000160

THIS AUTO POLICY ISSUED BY SHELTER MUTUAL INSURANCE CO. COLUMBIA, MISSOURI 65218-0001

AUTO POLICY DECLARATIONS AND POLICY SCHEDULE

YOUR SHELTER AGENT IS JUDITH INGLISH LUTCF 206A W DUNKLIN JEFFERSON CITY, MO 65101 573-635-4645

AGENT NUMBER 24-0B596-19 REISSUE OF POLICY NUMBER 24-1-1693258-64 POLICY FORM NUMBER A-20.5-A

NAME AND ADDRESS OF NAMED INSURED:

THE DESCRIBED AUTOMOBILE IS A 2007 CHEVY 2500HD CLASS 4W LS VEHICLE IDENTIFICATION # 1GCHK24K77E511478



#24-0B596-19

RANDY AND DONNA SAPP 19311 OLD HIGHWAY 63 S HARTSBURG MO 65039-8821

THE LOSS PAYEE CLAUSE APPLIES TO:

JEFFERSON BANK OF MISSOURI PO BOX 600 JEFFERSON CITY MO 65102-0600

THE POLICY PERIOD IS FROM 2:00 P.M. SEPTEMBER 10, 2007 TO FEBRUARY 16, 2008 AT 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN, AND SUBJECT TO THE CONSENT OF THE COMPANY FOR TERMS OF SUCH DURATION EACH THEREAFTER AS THE REQUIRED RENEWAL PREMIUM IS PAID BY THE INSURED AND RECEIVED BY THE COMPANY ON OR BEFORE THE EXPIRATION DATE OF THE CURRENT TERM.

THE LIMIT OF THE COMPANY'S LIABILITY IS STATED IN THE POLICY AND APPLIES AS FOLLOWS:

Table with 11 columns: COVERAGE, A BODILY INJURY, B PROPERTY DAMAGE, C MEDICAL PAYMENTS, D ACCIDENTAL DEATH, E UNINSURED MOTORISTS, F COLLISION, G COMPREHENSIVE, J EMERGENCY ROAD SERVICE. Rows include LIMIT and PREMIUM with various values and 'X' marks.

DISCOUNTS REFLECTED IN THE PREMIUM: MULTICAR, PASSRESTR, COMPAN POL

RECEIVED FOR THIS REISSUE NONE

ADDITIONAL LISTED INSUREDS: SAPP, DONNA; SAPP, RANDY

THE FOLLOWING ENDORSEMENTS ARE A PART OF THIS POLICY AND ARE ATTACHED:

- A-664.0-A AMENDATORY RENTAL AUTO ENDORSEMENT
A-295.4-A GUARANTY ASSOC. LIMITS OF LIABILITY

CODE INFORMATION table with fields: PC SL, RATE, CLASS, D2N/1, TERRITORY, 16, TERM, 6, H.O. CODE, 307.94, 081707, DATE ISSUED, 9102007, COST SYMBOL, 26, PACKAGE, CD, 3, TIER, 0707



COMMERCIAL INSURANCE APPLICATION

APPLICANT INFORMATION SECTION

OP ID A9

DATE (MM/DD/YYYY)
06/05/2007

AGENCY Naught-Naught/Columbia 39 S. Providence Columbia MO 65203	CARRIER Naught-Naught Insurance Agency	NAIC CODE: 	UNDERWRITER 	UNDERWRITER OFF.
PHONE (A/C, No, Ext): 573-874-3102 FAX (A/C, No): 866-779-8102 E-MAIL ADDRESS: insurance@naught-naught.com		POLICIES OR PROGRAM REQUESTED		
CODE: SUB CODE:		POLICY NUMBER		
AGENCY CUSTOMER ID: DIAMO-3		INDICATE SECTIONS ATTACHED		
<input checked="" type="checkbox"/> PROPERTY <input type="checkbox"/> GLASS AND SIGN <input type="checkbox"/> ACCOUNTS RECEIVABLE/ VALUABLE PAPERS <input type="checkbox"/> CRIME/MISCELLANEOUS CRIME <input type="checkbox"/> TRANSPORTATION/ MOTOR TRUCK CARGO		<input checked="" type="checkbox"/> EQUIPMENT FLOATER <input type="checkbox"/> INSTALLATION/BUILDERS RISK <input type="checkbox"/> ELECTRONIC DATA PROC <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> BUSINESS AUTO <input type="checkbox"/> TRUCKERS/MOTOR CARRIER		<input type="checkbox"/> GARAGE AND DEALERS <input type="checkbox"/> VEHICLE SCHEDULE <input type="checkbox"/> BOILER & MACHINERY <input type="checkbox"/> WORKERS COMPENSATION <input type="checkbox"/> UMBRELLA

STATUS OF TRANSACTION				PACKAGE POLICY INFORMATION			
<input checked="" type="checkbox"/> QUOTE	<input type="checkbox"/> ISSUE POLICY	<input type="checkbox"/> RENEW	ENTER THIS INFORMATION WHEN COMMON DATES AND TERMS APPLY TO SEVERAL LINES, OR FOR MONOLINE POLICIES.				
BOUND (Give Date and/or Attach Copy):			PROPOSED EFF DATE	PROPOSED EXP DATE	BILLING PLAN	PAYMENT PLAN	AUDIT
CHANGE	DATE	TIME	06/06/07	06/06/08	DIRECT BILL	AGENCY BILL	
CANCEL		12:00					

APPLICANT INFORMATION			
NAME (First Named Insured & Other Named Insureds)		MAILING ADDRESS INCL ZIP+4 (of First Named Insured)	
Diamond C Services Inc		Michael & Kathy Crane 8100 E Cedar Hills Rd Ashland MO 65010	
FEIN OR SOC SEC # (of First Named Insured):	431830293	PHONE (A/C, No, Ext):	573-228-7010
E-MAIL ADDRESS(ES):		WEBSITE ADDRESS(ES):	
<input checked="" type="checkbox"/> INDIVIDUAL	<input checked="" type="checkbox"/> CORPORATION	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION NOT FOR PROFIT ORG	<input type="checkbox"/> LLC
<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> JOINT VENTURE	NO. OF MEMBERS AND MANAGERS	CR BUREAU NAME
INSPECTION CONTACT:		ACCOUNTING RECORDS CONTACT:	
PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:

PREMISES INFORMATION									
LC	BLD #	STREET, CITY, COUNTY, STATE, ZIP+4	CITY LIMITS	INTEREST	YR BUILT	# EMPLOYEES	ANNUAL REVENUES	% OCCUPIED	
1	1	8100 E Cedar Hills Rd Ashland MO 65010 Boone	<input checked="" type="checkbox"/> INSIDE <input type="checkbox"/> OUTSIDE	<input checked="" type="checkbox"/> OWNER <input type="checkbox"/> TENANT		0	14200		
			<input type="checkbox"/> INSIDE <input type="checkbox"/> OUTSIDE	<input type="checkbox"/> OWNER <input type="checkbox"/> TENANT					

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS BY PREMISE(S)	

GENERAL INFORMATION					
EXPLAIN ALL "YES" RESPONSES	YES	NO	EXPLAIN ALL "YES" RESPONSES	YES	NO
1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY?		<input checked="" type="checkbox"/>	8. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY?		<input checked="" type="checkbox"/>
1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?		<input checked="" type="checkbox"/>	(In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).		
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?		<input checked="" type="checkbox"/>	9. ANY UNCORRECTED FIRE CODE VIOLATIONS?		<input checked="" type="checkbox"/>
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?		<input checked="" type="checkbox"/>	10. ANY BANKRUPTCIES, TAX OR CREDIT LIENS AGAINST THE APPLICANT IN THE PAST 5 YEARS?		<input checked="" type="checkbox"/>
4. ANY CATASTROPHE EXPOSURE?		<input checked="" type="checkbox"/>	11. HAS BUSINESS BEEN PLACED IN A TRUST? IF YES, NAME OF TRUST.		<input checked="" type="checkbox"/>
5. ANY OTHER INSURANCE WITH THIS COMPANY OR BEING SUBMITTED?		<input checked="" type="checkbox"/>	12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD/DISTRIBUTED IN FOREIGN COUNTRIES? (If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure)		
6. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR 3 YEARS? (Not applicable in MO)		<input checked="" type="checkbox"/>			
7. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?		<input checked="" type="checkbox"/>			

REMARKS/PROCESSING INSTRUCTIONS (Attach additional sheets if more space is required)			
ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A VIOLATION OF THE UNLAWFUL INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND [NY: SUBSTANTIAL] CIVIL PENALTIES. (Not applicable in CO, HI, NE, OH, OK, OR, or VT; in DC, LA, ME, MD, and VA, insurance benefits may also be denied)			
THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND CERTIFIES THAT REASONABLE ENQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE CERTIFIES THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.			
APPLICANT'S SIGNATURE <i>Kathy Crane</i>	DATE	PRODUCER'S SIGNATURE	NATIONAL PRODUCER NUMBER

ACORD BUSINESS AUTO SECTION

DATE (MM/DD/YY)

OP ID: A9 06/05/07

PRODUCER PHONE (A/C, No, Ext): 573-874-3102
 FAX NO. (A/C, No, Ext): 866-779-8102

APPLICANT (First Named Insured) Diamond C Services Inc

Agent: Naught/Columbia
 31 S. Providence
 Columbia MO 65203

EFFECTIVE DATE: 06/05/07 EXPIRATION DATE: 06/05/08
 DIRECT BILL AGENCY BILL
 PAYMENT PLAN: _____ AUDIT: _____

CODE: _____ SUB CODE: _____

FOR COMPANY USE ONLY

AGENCY CUSTOMER ID: DIAMO-3

COVERAGES/LIMITS

COVERAGES	COVERED AUTO SYMBOLS	LIMITS	COVERAGES	COVERED AUTO SYMBOLS	LIMITS
LIABILITY	<input checked="" type="checkbox"/> 1 4 9	<input checked="" type="checkbox"/> CSL <input type="checkbox"/> BI EA PER \$ 1000000			
	<input checked="" type="checkbox"/> 2 7	BI EACH ACCIDENT \$			
	<input checked="" type="checkbox"/> 3 8	PROPERTY DAMAGE \$			
PERSONAL INJURY PROTECTION	5 7	OR EQUIVALENT NO-FAULT COVERAGE \$			DEDUCTIBLE
ADDITIONAL P.I.P.	5 7	TOTAL W/C \$ M/E \$	TOWING & LABOR	3 7	\$
MEDICAL PAYMENTS	<input checked="" type="checkbox"/> 2 4 8 <input checked="" type="checkbox"/> 3 7	EACH PERSON \$ 1000	COMPREHENSIVE	2 4 8 3 7	
UNINSURED MOTORIST	<input checked="" type="checkbox"/> 2 6 <input checked="" type="checkbox"/> 3 7	<input type="checkbox"/> CSL <input checked="" type="checkbox"/> BI EA PER \$ 250000 BI EACH ACCIDENT \$ 50000 PROPERTY DAMAGE \$ 100000	SPECIFIED CAUSES OF LOSS	2 4 8 3 7	
UNDERINSURED MOTORIST	2 6 3 7	<input type="checkbox"/> CSL <input checked="" type="checkbox"/> BI EA PER \$ 250000 BI EACH ACCIDENT \$ 50000 PROPERTY DAMAGE \$ 100000	COLLISION	2 4 8 3 7	
HIRED/BORROWED LIABILITY	STATES MO	COST OF HIRE \$ IF ANY BASIS	STATES MO	# DAYS # VEH	COVERAGE/DEDUCTIBLE <input checked="" type="checkbox"/> COMP \$ 250 <input checked="" type="checkbox"/> SPEC C OF L \$ <input checked="" type="checkbox"/> COLL \$ 500
NC VED LI	STATES	GROUP TYPE NUMBER OF <input type="checkbox"/> EMPLOYEES <input type="checkbox"/> VOLUNTEERS <input checked="" type="checkbox"/> PARTNERS 2	HIRED PHYSICAL DAMAGE		COVERAGE IS: PRIMARY SECONDARY

ENDORSEMENTS, FORMS, CONDITIONS

PIP Per/Acc Limits: / 1000000

COVERED AUTO SYMBOLS (1) ANY AUTO (2) ALL OWNED AUTOS (3) OWNED PRIVATE PASSENGER AUTOS (4) OWNED AUTOS OTHER THAN PRIVATE PASSENGER (5) ALL OWNED AUTOS WHICH REQUIRE NO-FAULT COVERAGE (6) OWNED AUTOS SUBJECT TO COMPULSORY U.M. LAW (7) AUTOS SPECIFIED ON SCHEDULE (8) HIRED AUTOS (9) NON-OWNED AUTOS

DRIVER INFORMATION (include drivers who frequently use own vehicles)

DRIVER #	NAME (include address, if required)	DATE OF BIRTH	YEAR LIC	DRIVERS LICENSE NUMBER/ SOCIAL SECURITY NUMBER	STATE LIC	USE VEH #	% USE
1	Michael Crane 8100 E Cedar Hills Rd Ashland	04/23/62		494804779 494-80-4779	MO	1	100
2	Kathy Crane 8100 E Cedar Hills Rd Ashland	08/28/90		491700789 491-70-0789	MO	2	100

VEHICLE DESCRIPTION

VEH # 1	YEAR 1985	MAKE: Inter	MODEL: Flatbed	BODY TYPE: TRUCK	V.I.N.: 1HTLDUXP9FHA35213	SYM/AGE	COST NEW \$				
STATE, ZIP	TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM			
DRIVE TO WORK/SCHOOL	USE	COMML	CHECK COVERAGES	ADD'L PIP	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F	LSP	DUCTIBLES	ACV	COMP	SPEC C OF L
<input type="checkbox"/> UNDER 15 MILES	<input type="checkbox"/> PLEASURE	<input type="checkbox"/> RETAIL	<input type="checkbox"/> LIAB	<input checked="" type="checkbox"/> MED PAY	<input type="checkbox"/> UNINS MOTOR	<input type="checkbox"/> FT	<input type="checkbox"/> COMP	<input type="checkbox"/> AA	<input type="checkbox"/> ST AMT	\$ 500	
<input type="checkbox"/> 15 MILES OR OVER	<input type="checkbox"/> FARM	<input type="checkbox"/> SERVICE	<input type="checkbox"/> PIP	<input checked="" type="checkbox"/> UNINS MOTOR	<input type="checkbox"/> SPEC C OF L	<input type="checkbox"/> FTW	<input type="checkbox"/> COLL	\$		\$ 500	COLL

VEHICLE DESCRIPTION (continued)												DIAMO-3	
VEH #	YEAR	MAKE:	Ford	BODY TYPE:	TRUCK	SYM/AGE		COST NEW					
2	1997	MODEL:	F250	V.I.N.:	1FTHX26G0VEB45483								
CITY, STATE, ZIP WHERE GARAGED				TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM		
										40			
DR	WORK/SCHOOL	USE	COMM'L	CHECK COVERAGES	ADD'L PIP	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F	LSP	DEDUCTIBLES	ACV	COMP	SPEC C OF L	
	UNDER 15 MILES	PLEASURE	RETAIL	LIAB	MED PAY		FT	COMP	AA	ST AMT	\$ 500		
	15 MILES OR OVER	FARM	SERVICE	PIP	UNINS MOTOR		FTW	COLL	\$		\$ 500	COLL	
VEH #	YEAR	MAKE:		BODY TYPE:		SYM/AGE		COST NEW					
		MODEL:		V.I.N.:									
CITY, STATE, ZIP WHERE GARAGED				TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM		
DRIVE TO WORK/SCHOOL	USE	COMM'L	CHECK COVERAGES	ADD'L PIP	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F	LSP	DEDUCTIBLES	ACV	COMP	SPEC C OF L		
	UNDER 15 MILES	PLEASURE	RETAIL	LIAB	MED PAY		FT	COMP	AA	ST AMT	\$		
	15 MILES OR OVER	FARM	SERVICE	PIP	UNINS MOTOR		FTW	COLL	\$		\$	COLL	

ADDITIONAL INTERESTS/CERTIFICATE RECIPIENTS (Attach ACORD 45 for additional names)

INT	ST	RANK:	NAME AND ADDRESS	REFERENCE #	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER
						LOCATION: BUILDING:
						VEHICLE: BOAT:
						SCHEDULED ITEM NUMBER:
						OTHER

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES	YES	NO	7. DO OPERATIONS INVOLVE TRANSPORTING HAZARDOUS MATERIAL?	X
1. WITH THE EXCEPTION OF ENCUMBRANCES, ARE ANY VEHICLES NOT SOLELY OWNED BY AND REGISTERED TO THE APPLICANT?		X	8. ANY HOLD HARMLESS AGREEMENTS?	X
2. DO OVER 50% OF THE EMPLOYEES USE THEIR AUTOS IN THE BUSINESS?		X	9. ANY VEHICLES USED BY FAMILY MEMBERS? IF SO, IDENTIFY IN REMARKS.	X
3. IS THERE A VEHICLE MAINTENANCE PROGRAM IN OPERATION?		X	10. DOES THE APPLICANT OBTAIN MVR VERIFICATIONS?	X
4. ARE ANY VEHICLES LEASED TO OTHERS?		X	11. DOES THE APPLICANT HAVE A SPECIFIC DRIVER RECRUITING METHOD?	X
5. ARE ANY VEHICLES CUSTOMIZED, ALTERED OR HAVE SPECIAL EQUIPMENT?		X	12. ARE ANY DRIVERS NOT COVERED BY WORKERS COMPENSATION?	X
6. ARE ICC, PUC OR OTHER FILINGS REQUIRED?		X	13. ANY VEHICLES OWNED BUT NOT SCHEDULED ON THIS APPLICATION?	X
		X	14. ANY DRIVERS WITH MOVING TRAFFIC VIOLATIONS?	X

DESCRIPTION OF GARAGE/STORAGE LOCATIONS _____

MAXIMUM DOLLAR VALUE SUBJECT TO LOSS _____

REMARKS _____

UNINSURED AND UNDERINSURED MOTORISTS COVERAGES (Check the appropriate box(es) below and sign where applicable)

DO NOT USE IN AR, AZ, CA, CT, DE, FL, GA, IA, IL, MD, NJ, NV, OK, OR, PA, RI, SC, WV; USE SPECIFIC STATE SUPPLEMENT. MINIMUM UM LIMITS REQUIRED IN DC, ME, MN, MO, VT, VA, WA, WI.

I UNDERSTAND AND ACKNOWLEDGE THAT UNINSURED MOTORIST (UM) AND UNDERINSURED MOTORISTS (UIM) COVERAGES HAVE BEEN EXPLAINED TO ME. I HAVE BEEN OFFERED THE OPTIONS OF:

SELECTING UM AND UIM LIMITS EQUAL TO MY LIABILITY LIMITS, _____

SELECTING UM AND UIM LIMITS LOWER THAN MY LIABILITY LIMITS, OR _____

REJECTING COVERAGE ENTIRELY. _____

I UNDERSTAND THAT THE COVERAGES SELECTION AND LIMIT CHOICES INDICATED HERE WILL APPLY TO ALL FUTURE POLICY RENEWALS, CONTINUATIONS AND CHANGES UNLESS I NOTIFY YOU OTHERWISE IN WRITING.

1. I SELECT UM AND UIM LIMITS INDIC IN THIS APP _____ (APPLICANT'S SIGNATURE)

2. I REJECT UM BODILY INJURY COVERAGE _____ (APPLICANT'S SIGNATURE)

3. I REJECT UIM BODILY INJURY COVERAGE _____ (APPLICANT'S SIGNATURE)

4. I REJECT UM PROPERTY DAMAGE COVERAGE _____ (APPLICANT'S SIGNATURE)

5. I REJECT UIM PROPERTY DAMAGE COVERAGE _____ (APPLICANT'S SIGNATURE)

VEHICLE# Diamond C Services Inc

DIAMO-3

PAGE 3

1	OPT CODES:				OPT CODES:			
	LIAB	EP1000000	EA	PD	UNINS MOTOR	EP250000	EA 500000	PD
	OPT CODES:				OPT CODES:			
	PIP	EP	EA	DED	UNDRINS MOTOR	EP250000	EA 500000	PD
2	OPT CODES:				OPT CODES:			
	LIAB	EP1000000	EA	PD	UNINS MOTOR	EP250000	EA 500000	PD
	OPT CODES:				OPT CODES:			
	PIP	EP	EA	DED	UNDRINS MOTOR	EP250000	EA 500000	PD
3	OPT CODES:				OPT CODES:			
	ADD PIP	WC	ME	TOT	TOWING & LABOR	LIMIT		
	OPT CODES:				OPT CODES:			
	MED PAY	EA 2000			OTHER COVERAGE			
4	OPT CODES:				OPT CODES:			
	LIAB	EP	EA	PD	UNINS MOTOR	EP	EA	PD
	OPT CODES:				OPT CODES:			
	PIP	EP	EA	DED	UNDRINS MOTOR	EP	EA	PD
5	OPT CODES:				OPT CODES:			
	ADD PIP	WC	ME	TOT	TOWING & LABOR	LIMIT		
	OPT CODES:				OPT CODES:			
	MED PAY	EA			OTHER COVERAGE			
6	OPT CODES:				OPT CODES:			
	LIAB	EP	EA	PD	UNINS MOTOR	EP	EA	PD
	OPT CODES:				OPT CODES:			
	PIP	EP	EA	DED	UNDRINS MOTOR	EP	EA	PD
7	OPT CODES:				OPT CODES:			
	ADD PIP	WC	ME	TOT	TOWING & LABOR	LIMIT		
	OPT CODES:				OPT CODES:			
	MED PAY	EA			OTHER COVERAGE			
8	OPT CODES:				OPT CODES:			
	LIAB	EP	EA	PD	UNINS MOTOR	EP	EA	PD
	OPT CODES:				OPT CODES:			
	PIP	EP	EA	DED	UNDRINS MOTOR	EP	EA	PD
9	OPT CODES:				OPT CODES:			
	ADD PIP	WC	ME	TOT	TOWING & LABOR	LIMIT		
	OPT CODES:				OPT CODES:			
	MED PAY	EA			OTHER COVERAGE			

PRIOR CARRIER INFORMATION

DIAMO-3

LINE	CATEGORY	10											
GENERAL COMMERCIAL LIABILITY	CARRIER	Shelter											
	POLICY NUMBER												
	POLICY TYPE	CLAIMS MADE	OCCURRENCE	CLAIMS MADE	OCCURRENCE	CLAIMS MADE	OCCURRENCE	CLAIMS MADE	OCCURRENCE	CLAIMS MADE	OCCURRENCE	CLAIMS MADE	OCCURRENCE
	RETRO DATE												
	EFF-EXP DATE	12/05/06 06/05/07											
	GENERAL AGGREGATE	2000000											
	PRODUCTS COMP OF AGGREGATE	1000000											
	PERSONAL & ADV INJ												
	EACH OCCURRENCE												
	FIRE DAMAGE	100000											
	MEDICAL EXPENSE	5000											
	BODILY INJURY	OCCURRENCE											
		AGGREGATE											
	PROPERTY DAMAGE	OCCURRENCE											
	AGGREGATE												
COMBINED SINGLE LIMIT													
MODIFICATION FACTOR													
TOTAL PREMIUM													
AUTOMOBILE LIABILITY	CARRIER												
	POLICY NUMBER												
	POLICY TYPE												
	EFF-EXP DATE												
	COMBINED SINGLE LIMIT												
	BODILY INJURY	EA PERSON											
		EA ACCIDENT											
	PROPERTY DAMAGE												
	MODIFICATION FACTOR												
TOTAL PREMIUM													
PROPERTY	CARRIER												
	POLICY NUMBER												
	POLICY TYPE												
	EFF-EXP DATE												
	BUILDING	AMT											
	PERS PROP	AMT											
	MODIFICATION FACTOR												
TOTAL PREMIUM													
	CARRIER												
	POLICY NUMBER												
	POLICY TYPE												
	EFF-EXP DATE												
	LIMIT												
	MODIFICATION FACTOR												
TOTAL PREMIUM													

LOSS HISTORY

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE PRIOR 5 YEARS (3 YEARS IN KS & NY) CHK HERE IF NONE SEE ATTACHED LOSS SUMMARY

DATE OF OCCURRENCE	LINE	TYPE/DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	CLAIM STATUS OPEN CLSD

REMARKS NOTE: FIDELITY REQUIRES A FIVE YEAR LOSS HISTORY ATTACHMENTS
STATE SUPPLEMENT(S) (If applicable)

COPY OF THE NOTICE OF INFORMATION PRACTICES (PRIVACY) HAS BEEN GIVEN TO THE APPLICANT. (Not applicable in all states, consult your agent or broker for your state's requirements.)
NOTICE OF INSURANCE INFORMATION PRACTICES PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT POLICY RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. YOU HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND CAN REQUEST CORRECTION OF ANY INACCURACIES. A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING SUCH INFORMATION IS AVAILABLE UPON REQUEST. CONTACT YOUR AGENT OR BROKER FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US.



COMMERCIAL GENERAL LIABILITY SECTION

DATE (MM/DD/YYYY) **06/05/2007**
 OP ID **A9**

AGENCY PHONE (A/C, No, Ext): 573-874-3102 FAX (A/C, No): 866-779-8102	APPLICANT (First Named Insured) Diamond C Services Inc
NAME: ht-Naught/Columbia ADDRESS: 3500 S. Providence CITY: Columbia MO 65203	EFFECTIVE DATE: 06/05/07 EXPIRATION DATE: 06/05/08
CODE: SUB CODE:	DIRECT BILL: PAYMENT PLAN: AUDIT:
AGENCY CUSTOMER ID: DIAMO-3	FOR COMPANY USE ONLY

COVERAGES	LIMITS	PREMIUMS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	GENERAL AGGREGATE \$ 2000000	PREMISES/OPERATIONS
<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE	PRODUCTS & COMPLETED OPERATIONS AGGREGATE \$ 1000000	PRODUCTS
<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROTECTIVE	PERSONAL & ADVERTISING INJURY \$ 1000000	OTHER
DEDUCTIBLES	EACH OCCURRENCE \$ 1000000	TOTAL
<input checked="" type="checkbox"/> PROPERTY DAMAGE \$ 1000	DAMAGE TO RENTED PREMISES (each occurrence) \$ 1000000	
<input type="checkbox"/> BODILY INJURY \$	MEDICAL EXPENSE (Any one person) \$ 5000	
<input type="checkbox"/> \$	EMPLOYEE BENEFITS \$	

OTHER COVERAGES, RESTRICTIONS AND/OR ENDORSEMENTS (For hired/non-owned auto coverages attach the applicable state Business Auto Section, ACORD 137)

Do lawn mowing and then snow removal no real landscaping

SCHEDULE OF HAZARDS

LOCATION #	CLASSIFICATION	CLASS CODE	PREMIUM BASIS	EXPOSURE	TERR	RATE		PREMIUM	
						PREM/OPS	PRODUCTS	PREM/OPS	PRODUCTS
1				14,200					

RATING AND PREMIUM BASIS (S) GROSS SALES - PER \$1,000/SALES (P) PAYROLL - PER \$1,000/PAY (A) AREA - PER 1,000/SQ FT (C) TOTAL COST - PER \$1,000/COST (M) ADMISSIONS - PER 1,000/ADM (U) UNIT - PER UNIT (T) OTHER

CLAIMS MADE (Explain all "Yes" responses)		EMPLOYEE BENEFITS LIABILITY	
1. PROPOSED RETROACTIVE DATE:		1. DEDUCTIBLE PER CLAIM: \$	
2. ENTRY DATE INTO UNINTERRUPTED CLAIMS MADE COV:		2. NUMBER OF EMPLOYEES:	
3. HAS ANY PRODUCT, WORK, ACCIDENT, OR LOCATION BEEN EXCLUDED, UNINSURED OR SELF-INSURED FROM ANY PREVIOUS COVERAGE?	YES NO	3. NUMBER OF EMPLOYEES COVERED BY EMPLOYEE BENEFITS PLANS:	
4. WAS TAIL COVERAGE PURCHASED UNDER ANY PREVIOUS POLICY?	YES NO	4. RETROACTIVE DATE:	
REMARKS		REMARKS	

CONTRACTORS

DIAMO-3

EXPLAIN ALL "YES" RESPONSES (For past or present operations)		YES	NO	EXPLAIN ALL "YES" RESPONSES (For past or present operations)		YES	NO
1. DOES APPLICANT DRAW PLANS, DESIGNS, OR SPECIFICATIONS FOR OTHERS?			X	4. DO YOUR SUBCONTRACTORS CARRY COVERAGES OR LIMITS LESS THAN YOURS?			X
2. DO ANY OPERATIONS INCLUDE BLASTING OR UTILIZE OR STORE EXPLOSIVE MATERIAL?			X	5. ARE SUBCONTRACTORS ALLOWED TO WORK WITHOUT PROVIDING YOU WITH A CERTIFICATE OF INSURANCE?			X
3. DO ANY OPERATIONS INCLUDE EXCAVATION, TUNNELING, UNDERGROUND WORK OR EARTH MOVING?			X	6. DOES APPLICANT LEASE EQUIPMENT TO OTHERS WITH OR WITHOUT OPERATORS?			X
REMARKS/DESCRIBE THE TYPE OF WORK SUBCONTRACTED		\$ PAID TO SUB-CONTRACTORS:		% OF WORK SUBCONTRACTED:		# FULL-TIME STAFF:	
No employees just the two owners Michael & Kathy Crane							

PRODUCTS/COMPLETED OPERATIONS

PRODUCTS	ANNUAL GROSS SALES	# OF UNITS	TIME IN MARKET	EXPECTED LIFE	INTENDED USE	PRINCIPAL COMPONENTS
	14200					

EXPLAIN ALL "YES" RESPONSES (For any past or present product or operation)		YES	NO	EXPLAIN ALL "YES" RESPONSES (For any past or present product or operation)		YES	NO
1. DOES APPLICANT INSTALL, SERVICE OR DEMONSTRATE PRODUCTS?			X	6. PRODUCTS RECALLED, DISCONTINUED, CHANGED?			X
2. FOREIGN PRODUCTS SOLD, DISTRIBUTED, USED AS COMPONENTS?			X	7. PRODUCTS OF OTHERS SOLD OR RE-PACKAGED UNDER APPLICANT LABEL?			X
3. RESEARCH AND DEVELOPMENT CONDUCTED OR NEW PRODUCTS PLANNED?			X	8. PRODUCTS UNDER LABEL OF OTHERS?			X
4. GUARANTEES, WARRANTIES, HOLD HARMLESS AGREEMENTS?			X	9. VENDORS COVERAGE REQUIRED?			X
5. PRODUCTS RELATED TO AIRCRAFT/SPACE INDUSTRY?			X	10. DOES ANY NAMED INSURED SELL TO OTHER NAMED INSUREDS?			X

PLEASE ATTACH LITERATURE, BROCHURES, LABELS, WARNINGS, ETC

A TIONAL INTEREST/CERTIFICATE RECIPIENT | ACORD 45 attached for additional names

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
ADDITIONAL INSURED					LOCATION:	BUILDING:
LOSS PAYEE					VEHICLE:	BOAT:
MORTGAGEE					SCHEDULED ITEM NUMBER:	
LIENHOLDER					OTHER	
EMPLOYEE AS LESSOR						
ITEM DESCRIPTION:						

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)		YES	NO	EXPLAIN ALL "YES" RESPONSES (For all past or present operations)		YES	NO
1. ANY MEDICAL FACILITIES PROVIDED OR MEDICAL PROFESSIONALS EMPLOYED OR CONTRACTED?			X	12. ANY STRUCTURAL ALTERATIONS CONTEMPLATED?			X
2. ANY EXPOSURE TO RADIOACTIVE/NUCLEAR MATERIALS?			X	13. ANY DEMOLITION EXPOSURE CONTEMPLATED?			X
3. DO/HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)			X	14. HAS APPLICANT BEEN ACTIVE IN OR IS CURRENTLY ACTIVE IN JOINT VENTURES?			X
4. ANY OPERATIONS SOLD, ACQUIRED, OR DISCONTINUED IN LAST 5 YEARS?			X	15. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?			X
5. MACHINERY OR EQUIPMENT LOANED OR RENTED TO OTHERS?			X	16. IS THERE A LABOR INTERCHANGE WITH ANY OTHER BUSINESS OR SUBSIDIARIES?			X
6. ANY WATERCRAFT, DOCKS, FLOATS OWNED, HIRED OR LEASED?			X	17. ARE DAY CARE FACILITIES OPERATED OR CONTROLLED?			X
7. ANY PARKING FACILITIES OWNED/RENTED?			X	18. HAVE ANY CRIMES OCCURRED OR BEEN ATTEMPTED ON YOUR PREMISES WITHIN THE LAST THREE YEARS?			X
8. IS A FEE CHARGED FOR PARKING?			X	19. IS THERE A FORMAL, WRITTEN SAFETY AND SECURITY POLICY IN EFFECT?			X
9. RECREATION FACILITIES PROVIDED?			X	20. DOES THE BUSINESSES' PROMOTIONAL LITERATURE MAKE ANY REPRESENTATIONS ABOUT THE SAFETY OR SECURITY OF THE PREMISES?			X
10. IS THERE A SWIMMING POOL ON THE PREMISES?			X				
11. SPORTING OR SOCIAL EVENTS SPONSORED?			X				

P RKS

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND [NY-SUBSTANTIAL] CIVIL PENALTIES. (Not applicable in CO, HI, NE, OH, OK, OR or VT; in DC, LA, ME, TN and VA, insurance benefits may also be denied).

SCHEDULE OF HAZARDS ADDITIONAL COVERAGES

LOCATION #: BUILDING #:	COVERAGE CODE	LIMIT 1	LIMIT 2	DEDUCTIBLE	DEDUCTIBLE TYPE
LOCATION #: BUILDING #:					
LOCATION #: BUILDING #:					
LOCATION #: BUILDING #:					
LOCATION #: BUILDING #:					
LOCATION #: BUILDING #:					

PRODUCTS/COMPLETED OPERATIONS

PRODUCTS	ANNUAL GROSS SALES	# OF UNITS	TIME IN MARKET	EXPECTED LIFE	INTENDED USE	PRINCIPAL COMPONENTS
	14200					

OTHER COVERAGES/RESTRICTIONS/ENDORSEMENTS

#	STATE	COVERAGE CODE	DESCRIPTION	LIMIT 1	LIMIT 2	DEDUCTIBLE	DEDUCTIBLE TYPE
1	MO		Lawn Mowing/Snow rem				
2							
3							
4							
5							
6							
7							
8							
9							
10							



BOONE COUNTY, MISSOURI
Request for Bid #: 45-09AUG07-Snow & Ice Control Services

ADDENDUM #1 - (Issued July 31, 2007)

This addendum is issued in accordance with the Scope of Services of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's bid response.

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

- 1) REPLACE Boone County Insurance Requirements in paragraphs 2.13. through 2.13.6. of bid with the following:

2.13. Boone County Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

2.13.1. Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

2.13.2. Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

2.13.3. COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

2.13.4. Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

2.13.5. INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

By:


Tyson Boldan,
Office Specialist

OFFEROR has examined copy of Addendum #1 to Request for Bid # 45-09AUG07-Snow & Ice Control Services receipt of which is hereby acknowledged:

Company Name:

Diamond C Service INC

Address:

8100 E Cedar Hills Rd
Ashland MO 65010

Phone Number: 573 657-1943

Fax Number: 573-857-1943

Authorized Representative Signature:



Date: 8-8-07

Authorized Representative Printed Name:

Michael D Crane

4. Response Form

- 4.1. Company Name: Diamond "C" Service
- 4.2. Address: 8100 E Cedar Hills Rd
- 4.3. City/Zip: Ashland MO 65010
- 4.4. Phone Number: 573-228-7010 or 573 864-6507
- 4.5. Fax Number: _____
- 4.6. Federal Tax ID: 431830293
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.7. **PRICING-Bidders are bidding the services by the hour for each type of vehicle and equipment requested. Routes will be based on the number of bidders and will be determined after review of the bids.**

OPTION 1

Medium Duty Plow & V-Box Spreader

Minimum - ¾ Ton 4WD Pickup or Flatbed
 7 ½' blade (sidekicks included)
 Dual Wheeled Vehicles – 8 ½' blade (sidekicks included)
 2.0 C.Y. (struck capacity) V-Box Spreader

Please describe each vehicle bidding, including year, make, and model

- #1 97 Ford F250 Licensed Capacity 12K lbs
- #2 2000 Chevy 2500 Licensed Capacity 18K lbs
- #3 Licensed Capacity _____ lbs
- #4 Licensed Capacity _____ lbs

	Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
	\$ <u>230</u>	\$ <u>50</u>	\$ <u>280</u>
	\$ <u>230</u>	\$ <u>50</u>	\$ <u>280</u>
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

OPTION 2

Medium/ Heavy Duty Plow & V-Box Spreader

Minimum - Single Axle Dump Truck or - 1 Ton Flatbed Truck

Maximum turning radius of 36'

10' blade (sidekicks included)

4.0 C.Y. (struck capacity) Bulk Spreader

Please describe each vehicle bidding, including year, make, and model

#1 *85' Int 1900* Licensed Capacity *30K* lbs

#2 Licensed Capacity _____ lbs

#3 Licensed Capacity _____ lbs

#4 Licensed Capacity _____ lbs

Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
\$ <i>245</i>	\$ <i>50</i>	\$ <i>295</i>
\$	\$	\$
\$	\$	\$
\$	\$	\$
\$	\$	\$

OPTION 3

Light Duty – Plow & Tailgate Spreader

Minimum - ¾ Ton 4 WD Pickup or Flatbed

7 ½' blade (sidekicks included)

Dual Wheeled Vehicles – 8 ½' blade (sidekicks included)

Min. 500lb spreader capacity w/vehicle capable of hauling 1,500 lbs of material

Please describe each vehicle bidding, including year, make, and model

#1 Licensed Capacity _____ lbs

#2 Licensed Capacity _____ lbs

#3 Licensed Capacity _____ lbs

#4 Licensed Capacity _____ lbs

Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
\$	\$ _____	\$
\$	\$	\$
\$	\$	\$
\$	\$	\$
\$	\$	\$

4.8. List all contact names, telephone numbers, cellular telephone numbers, and/or pager numbers. Use additional sheets if required.

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

4.9.1. **Reference #1**

Individual Name: Sheri Brown
Company Name: MFA
Address: Hwy 763 Columbia
Telephone:
Brief Description of Work: Snow + Ice control

4.9.2. **Reference #2**

Individual Name: Chris House
Company Name: National worker works
Address: Big Bear
Telephone:
Brief Description of Work: Snow + Ice control

4.9.3. **Reference #3**

Individual Name: Boone County
Company Name:
Address:
Telephone:
Brief Description of Work:

PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE

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

4.10.1. Authorized Representative (Sign By Hand):

 Date: 8-8-07

4.10.2. Print Name and Title of Authorized Representative

Michael D Crane Date: 8-8-07

OPTION 4

Light Duty – Plow Only

Minimum - ¾ Ton 4 WD Pickup or Flatbed

7 ½' blade (sidekicks included)

Dual Wheeled Vehicles – 8 ½' blade (sidekicks included)

Please describe each vehicle bidding, including year, make, and model

- #1 Licensed Capacity _____ lbs
- #2 Licensed Capacity _____ lbs
- #3 Licensed Capacity _____ lbs
- #4 Licensed Capacity _____ lbs

	Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
	\$ _____	\$ _____	\$ _____
#1	\$ _____	\$ _____	\$ _____
#2	\$ _____	\$ _____	\$ _____
#3	\$ _____	\$ _____	\$ _____
#4	\$ _____	\$ _____	\$ _____

4.7.1. **Renewals**-Bidders shall provide proposed maximum dollar amounts of increases for potential renewal periods. Acceptance of proposed renewal pricing is at the sole discretion of the County.

		Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
4.7.1.1. Second Contract Term	Option 1	\$ <u>20</u>	\$ <u>20</u>	\$ <u>40</u>
	Option 2	\$ <u>20</u>	\$ <u>20</u>	\$ <u>40</u>
	Option 3	\$ _____	\$ _____	\$ _____
	Option 4	\$ _____	\$ _____	\$ _____

		Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
4.7.1.2. Third Contract Term	Option 1	\$ _____	\$ _____	\$ _____
	Option 2	\$ _____	\$ _____	\$ _____
	Option 3	\$ _____	\$ _____	\$ _____
	Option 4	\$ _____	\$ _____	\$ _____



BOONE COUNTY, MISSOURI
Request for Bid #: 45-09AUG07-Snow & Ice Control Services

ADDENDUM #1 - (Issued July 31, 2007)

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2.13.1. Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

2.13.2. Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

2.13.3. COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

2.13.4. Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

2.13.5. INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

By: 
Tyson Boldan,
Office Specialist

OFFEROR has examined copy of Addendum #1 to Request for Bid # *45-09AUG07-Snow & Ice Control Services* receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____
Authorized Representative Printed Name: _____



Request for Bid (Bid)

Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Tyson Boldan, Office Specialist
Phone: (573) 886-4394 Fax: (573) 886-4390
Email: tboldan@boonecountymo.org

Bid Data

Bid Number: **45-09AUG07**
Commodity Title: **Snow and Ice Control Services Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **THURSDAY, August 09, 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 205
Columbia, MO 65201

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

Bid Opening

Day / Date: **THURSDAY, August 09, 2007**
Time: **10:30 A.M.**
Location / Address: Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201

Bid Contents

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

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 1) the provisions of the Contract (as it may be amended);
 2) the provisions of the Bid;
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract period resulting from this Bid will have an initial term from September 1, 2007 through August 31, 2008, and may be automatically renewed for an additional two (2) years unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. **Primary Specifications**

- 2.1. **ITEMS/SERVICE TO BE PROVIDED** – For the furnishing of **Snow and Ice Control Services** for Boone County subdivisions and other assigned streets. Snow removal shall be defined as the complete and total relocation of fallen and drifting snow in the traveled roadway.
- 2.1.2. An “Event” shall be defined as the period of time during which emergency snow removal procedures are initiated and deemed completed by the Boone County Public Works Department. If applicable, a new event will be identified when a span of twelve hours separates snowfalls. The required services shall be extended to include ice control activities as specified herein.
- 2.1.3. Boone County intends to initiate an event when there is approximately two inches (2”) of snowfall accumulation on the roads and may initiate an event for lesser accumulations or for an ice event. It is at Boone County’s sole discretion as to whether or not to call out snow contractors. Two inches is used as a **guideline** and we will also consider the weather forecast in our decision making process. The County intends to use the contractors as it deems necessary and reasonable to provide efficient and effective service to the citizens of Boone County. Contractors will be directed at call out on how to proceed. **The following three (3) scenarios will apply:** **1. Heavy snow** is predicted, contractors shall open all intersections, apply salt as described and blade a minimum of twenty-two (22) feet in width for the entire group and order assigned. Once all roadways within group have been opened and intersections salted, contractor shall start with the last group and work backwards until all roadways have been plowed from curb to curb or edge to edge. Additional applications of salt may be required and will be directed by BCPW. **2. Light snow** is predicted. Contractor shall open all intersections; apply salt as described and blade from curb to curb and edge to edge. **3. Icing Event** – Contractors will be called out to apply salt in all intersections and other assigned areas. Not all trucks may be called out for icing events.
- 2.2. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.3. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.5. **MINIMUM SNOW REMOVAL AND ICE CONTROL SERVICES**
- 2.5.1. A Contractor shall not supplement approved equipment with equipment that is not approved.
- 2.5.2. Contractor will be assigned a route or routes by Boone County Public Works once all contract awards are approved by the County Commission. – ***Routes will generally be designed for completion of services within 8 – 12 hours for an average storm event and will vary based upon the total number of contractors.*** Contractor may be reassigned to assist in other routes upon request of the Director of Public Works or their designee. Contractor shall allow assistance by others as deemed necessary by Boone County Public Works and shall only invoice for hours actually worked at the bid rate.
- 2.5.3. The goal for the services bid is to provide the safest environment possible for the traveling public within Boone County Maintained Right of Ways during snow and ice events. The Contractor(s) shall work continuously with approved equipment while plowing, plowing and spreading, or spreading materials as assigned in order to keep the roads passable at all times. Priorities shall be the routes established, (to be created after bids are awarded and approved by the County Commission) unless otherwise directed by the Director of Public Works or their designee. All snow and ice removal activities shall be done in specified order starting with page one unless

- otherwise directed.
- 2.5.4. The traveled roadway shall include the entire roadway surface occupied between the curbs or edge of pavement on non-curbed streets. All pushed snow must be placed in an area that does not create any driving hazards.
- 2.5.5. It is not acceptable for the Contractor to push snow onto a roadway where the County or another agency provides the snow removal services. The County has specific snow routes and it should **not** be assumed that they would remove any snow deposited by your firm. Snow shall not be pushed into a private driveway, **in front of mailboxes, or storm drainage structures**, except for the normal windrow of the plow.
- 2.5.6. Ice Control will include the application of Rock Salt (NaCl) and / or abrasive mixes. The County will supply the ice control materials in bags or bulk as needed and will load during the events only from the Boone County South Facility. Additional materials may be required during an event, therefore contractors will be paid for the time it takes to re-supply and re-mobilize. Materials shall be placed only on county maintained roadways designated by the routes unless otherwise directed by the Director of Public Works or their designee.
- 2.5.7. The applications of ice control materials shall be made at **all** intersecting streets as measured 100 feet from the center of the intersection or otherwise directed or shown on the route maps.
- 2.5.8. **Ice Control Application Rates:** Application rates will be determined by Boone County Public Works.
- 2.5.9. The County reserves the right to ask for reapplication of ice control or redo areas that were plowed if performance is deemed insufficient. Contractor will be required to reapply in a timely manner.
- 2.5.10. **EXCEPTION TO BOTH SNOW REMOVAL AND ICE CONTROL** - An exception to the removal requirement shall be made for vehicles parked on the street. These areas **will not** require manual labor for removal of snow or the treatment of ice cover to the curb.
- 2.6. **MINIMUM EQUIPMENT SPECIFICATIONS**
- 2.6.1. Contractor will have the following options to bid on. **Contractor is not required to bid all options.**

OPTION 1 Medium Duty – Plow & V - Box Spreader

Minimum – ¾ Ton 4 Wheel Drive Pickup or Flatbed Truck equipped with a 7 ½' blade and V - Box Slide In Spreader capable of holding 2.0 C.Y. (Struck Capacity).

- A dual wheeled vehicle shall provide a 8 ½' blade with the same minimum spreader specifications.

(See 2.6.3 – 2.6.5 for additional requirements).

OPTION 2 Medium / Heavy Duty – Plow & V – Box Spreader

Minimum – Single Axle Dump Truck or 1 Ton Flatbed Truck with maximum turning radius of 36' and equipped with a 10' blade and 9' V - Box Spreader capable of holding 4.0 C.Y. (Struck Capacity). (See 2.6.3 – 2.6.5 for additional requirements).

OPTION 3 Light Duty – Plow & Tailgate Spreader

Minimum – ¾ Ton 4 Wheel Drive Pickup or Flatbed Truck equipped with a minimum 500 lb. Tailgate Spreader and the capability of hauling 1,500 lbs of salt.

- A dual wheeled vehicle shall provide an 8 ½' blade.

(See 2.6.3 – 2.6.5 for additional requirements)

OPTION 4 Light Duty – Plow Only

Minimum – ¾ Ton 4 Wheel Drive Pickup or Flatbed Truck equipped with a 7 ½' blade.

- A dual wheeled vehicle shall provide an 8 ½' blade.

(See 2.6.3 – 2.6.5 for additional requirements).

- 2.6.2. Units shall have cab mounted plow and spreader controls to allow one-man operation. Plows shall be capable of being raised, lowered and with the ability to rotate to the left and to the right.
- 2.6.3. Material spreader shall be capable of evenly distributing free flowing granular materials over an area at least one travel lane in width. The spreader shall be a device specifically designed for snow and ice control operations which will distribute salt over the roadway at a variable or calibrated rate.
- 2.6.4. **OPERATOR TRAINING / VEHICLE INSPECTIONS** – Operator training and vehicle inspections will be performed at the Pre-Season Snow Contractors Meeting conducted in late October. All equipment that is awarded must be presented at this time for inspection. Only approved vehicles will be used in performance of this contract. **A copy of the required check list is attached as 5.0.**
- 2.6.5. Contractor shall receive \$250.00 for each vehicle awarded that is presented and passes the Mandatory Items required for inspection at the Pre-Season Snow Contractors Meeting, to be used in conjunction with this contract. All equipment must be mounted and operational. **If any of the mandatory items required (including driver) are not presented or pass inspection, the Contractor will not be awarded the \$250.00 for that vehicle.** Vehicles and equipment required by contract that are not presented for the inspection or pass the inspection, must be scheduled for a re-inspection during normal working hours. Additional vehicles and equipment that may be used as substitutes may be inspected at the Pre-Season Snow Contractors Meeting, but will not receive any compensation for such. **Renewals – If the County chooses to renew the contracts as per this agreement, Contractors will be obligated to attend the Pre-Season Snow Contractors Meeting each subsequent year. Compensation under this initial contract will remain in effect for all renewals as long as contractor provides the necessary equipment and documentation as required.**
- 2.6.6. All operators and / or supervisors committed to carrying out the terms of this contract are **required** to attend this meeting.
- 2.6.7. The County specifically reserves the right to discontinue using any unit of equipment at any time, with the County being the sole judge as to whether or not the equipment is performing satisfactorily.
- 2.7. **RESPONSE TIME** - The Contractor(s) will be required to respond within one (1) hour from notification to proceed or as directed by the Director of Public Works or their designee. The Contractor(s) shall execute the work continuously and in an orderly, timely and efficient manner. Contractor shall not deviate from assigned snow route nor execute any other work while performing under this contract with the County. The primary objective will be to provide driving conditions that will allow for the safe passage of all emergency and general public vehicles.
- 2.7.1. All equipment and personnel placed on contract as a result of this bid must be available upon request at anytime on a twenty-four (24) hour day, seven (7) day a week basis, and shall be employed as directed by the Director of Public Works or their designee. Contractors are required to supply the County with methods of contact at beginning of event. Methods of contact include home phone number, pager number, etc.
- 2.8. **CONTRACTOR'S RESPONSIBILITIES**
- 2.8.1. Contractor(s) are required to identify their equipment in their bid response. Upon execution of the contract, the Public Works Department will inspect the Contractor(s) equipment including plows and spreaders.

- 2.8.2. Contractor(s) shall keep all equipment in good working order and possess a valid vehicle inspection in accordance with Missouri State law. The contractor must also ensure that the vehicle and equipment do not exceed the vehicle's license rating.
- 2.8.3. Contractor(s) shall equip each vehicle with a mobile phone and file that phone number and any changes that occur during the contract period with the Public Works Department. A \$50.00 deduction may be applied for each occasion during the event upon which an operator could not be successfully contacted or reached over a cellular phone not to exceed \$150.00 per event.
- 2.8.4. Contractor(s) shall immediately notify the Public Works Department if Contractor is unable to perform any aspect of contracted duties. This includes all breakdowns, breaks, lunch / dinner and any other reason that has placed the vehicle out of service.
- 2.8.5. Contractor(s) must insure that each operator is insurable, properly licensed, and fit for duty. Arrangements for substitute drivers shall be the responsibility of the contractor should it be necessary.
- 2.8.6. Contractor(s) shall report any damage to the property of others or bodily injury of others, to their insurance company for restitution or make other arrangements with the owner to repair or compensate. The Public Works Department shall be notified of any such event. The Contractor is responsible for obtaining a police report from the appropriate law enforcement agency.
- 2.8.7. If mailboxes are damaged during operations beyond use by the U.S. Postal Service, a temporary box will be installed within 24 hours by the Contractor. Permanent repairs will be scheduled with the homeowner/business and the Public Works Department will be notified of scheduling.
- 2.9. **EVALUATION OF CONTRACT AWARD**
- 2.9.1. Awards will be based on bid responses meeting the minimum specifications and which bids have been determined to provide the greatest value to the county. Previous contract performance will be taken into consideration upon bid award.
- 2.10. **PAYMENT PER UNIT**
- 2.10.1. The payment for each unit of equipment will be for the actual "operating" time at the bid hourly rate. Time will be verified by the Contractor for each piece of equipment. The actual time on and off the job shall be as certified by the designated County representative. The start time will commence for OPTIONS #'s 1, 2 & 3 when Contractor checks in at the Boone County Public Works South Facility. Start time will commence for OPTION # 4 once Contractor reports to the designated route and calls in to our on call services. Stop time is when Contractor is relieved from duty by the Director of Public Works or their designee. All equipment is expected to be fueled and the operator ready to work before arriving.
- 2.10.2. Hourly rates submitted shall include supervision, the operator, fuel, lubricants, tire chains, supplies (excluding salt), repairs and maintenance of equipment.
- 2.10.3. The County will not compensate for meal time, sleep time, or excessive downtime. The County will allow time for minor repairs, adjustments and fueling not to exceed five percent (5%) of the actual time worked on any calendar day. If the Contractor furnishes a piece of equipment that is deemed by the County not to be in good working order, the County will not pay for any time for the use of such equipment.
- 2.10.4. No compensation will be allowed over and above the bid hourly rates.
- 2.10.5. **Minimum Total Contract Payment** - In the event that not enough snow accumulates during the entire winter season for Boone County to activate any portion of the contract, the Contractor may apply for a lump sum payment of \$1,500.00 for each contracted vehicle. Payment shall be authorized after April 15th of following season. Deadline for Contractors to request and collect payment is August 1st of the following season. The full payment shall not be made if any activity is pursued with the contract and/or payment for any services has been authorized. Payment will decrease by actual amount paid to Contractor during the winter season excluding the inspection meeting payment. Contractor needs to have fulfilled all obligations of contract before eligible for full or partial guaranteed payment.
- 2.10.6. **Minimum Event Payment** – Contractor will receive a minimum of two (2) hours of pay for each required vehicle that is activated by Boone County and reports on time for each "event". The minimum payment will be decreased by actual compensation earned by hours worked during each

event.

2.10.7. **Prevailing Wage** - The State of Missouri has advised that Prevailing Wage does not apply to this contract.

2.11. **CONTRACT TERMINATION**

2.11.1. If a Contractor(s) demonstrates excessive non-performance, the County may deem performance to be unsatisfactory and the contract may be canceled after notice of one week.

2.11.2. Examples of non-performance include failure to apply specified sufficient ice control, repeated equipment failures or performing non-County contractual work items while logging time for the County.

2.11.3. The County reserves the right to hire another Contractor or perform work in-house in the event the original Contractor cannot perform contracted services within a reasonable amount of time as determined by the Director of Public Works or their designee.

2.12. **ADDITIONAL INFORMATION**

2.12.1. In the Bid Response, Section 4.7., please note that the numbered sequence of subdivisions also gives the Bidder the priority of locations required in service during an event.

2.13. **BOONE COUNTY INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

2.13.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a

combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

- 2.13.2. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.13.3. The Contractor has the option to provide **Owner’s Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner’s Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.13.4. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.13.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.13.6. **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.
- 2.14. **DESIGNEE** - Boone County Public Works Department, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.15. **BID CLARIFICATION CONTACT** – For bid clarification, direct questions to the Boone County Purchasing Department, Tyson Boldan, Office Specialist, 601 E. Walnut, Room 205, Columbia, MO 65201. Telephone: (573) 886-4394; Facsimile (573) 886-4390 or email: tboldan@boonecountymmo.org.

3. Response Presentation and Review

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

4. Response Form

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. Federal Tax ID: _____
- 4.6.1. Corporation
- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____
- Other (Specify) _____

4.7. **PRICING**-Bidders are bidding the services by the hour for each type of vehicle and equipment requested. Routes will be based on the number of bidders and will be determined after review of the bids.

OPTION 1

Medium Duty Plow & V-Box Spreader

Minimum - ¾ Ton 4WD Pickup or Flatbed
 7 ½' blade (sidekicks included)
 Dual Wheeled Vehicles – 8 ½' blade (sidekicks included)
 2.0 C.Y. (struck capacity) V-Box Spreader
 Please describe each vehicle bidding, including year, make, and model

- #1 Licensed Capacity _____ lbs
- #2 Licensed Capacity _____ lbs
- #3 Licensed Capacity _____ lbs
- #4 Licensed Capacity _____ lbs

Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
\$	\$	\$
\$	\$	\$
\$	\$	\$
\$	\$	\$
\$	\$	\$

OPTION 2

Medium/ Heavy Duty Plow & V-Box Spreader

Minimum - Single Axle Dump Truck or - 1 Ton Flatbed Truck

Maximum turning radius of 36'

10' blade (sidekicks included)

4.0 C.Y. (struck capacity) Bulk Spreader

Please describe each vehicle bidding, including year, make, and model

- #1 Licensed Capacity _____ lbs
- #2 Licensed Capacity _____ lbs
- #3 Licensed Capacity _____ lbs
- #4 Licensed Capacity _____ lbs

Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____

OPTION 3

Light Duty – Plow & Tailgate Spreader

Minimum - ¾ Ton 4 WD Pickup or Flatbed

7 ½' blade (sidekicks included)

Dual Wheeled Vehicles – 8 ½' blade (sidekicks included)

Min. 500lb spreader capacity w/vehicle capable of hauling 1,500 lbs of material

Please describe each vehicle bidding, including year, make, and model

- #1 Licensed Capacity _____ lbs
- #2 Licensed Capacity _____ lbs
- #3 Licensed Capacity _____ lbs
- #4 Licensed Capacity _____ lbs

Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____

OPTION 4

Light Duty – Plow Only

Minimum - ¾ Ton 4 WD Pickup or Flatbed

7 ½’ blade (sidekicks included)

Dual Wheeled Vehicles – 8 ½’ blade (sidekicks included)

Please describe each vehicle bidding, including year, make, and model

- #1 Licensed Capacity _____ lbs
- #2 Licensed Capacity _____ lbs
- #3 Licensed Capacity _____ lbs
- #4 Licensed Capacity _____ lbs

Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____

4.7.1. **Renewals**-Bidders shall provide proposed maximum dollar amounts of increases for potential renewal periods. Acceptance of proposed renewal pricing is at the sole discretion of the County.

		Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
4.7.1.1. Second Contract Term	Option 1	\$ _____	\$ _____	\$ _____
	Option 2	\$ _____	\$ _____	\$ _____
	Option 3	\$ _____	\$ _____	\$ _____
	Option 4	\$ _____	\$ _____	\$ _____

		Equipment Rate Per Hour	Operator (Driver) Rate Per Hour	Total (Equipment + Operator)
4.7.1.2. Third Contract Term	Option 1	\$ _____	\$ _____	\$ _____
	Option 2	\$ _____	\$ _____	\$ _____
	Option 3	\$ _____	\$ _____	\$ _____
	Option 4	\$ _____	\$ _____	\$ _____

4.8. List all contact names, telephone numbers, cellular telephone numbers, and/or pager numbers. Use additional sheets if required.

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

4.9.1. **Reference #1**

Individual Name:

Company Name:

Address:

Telephone:

Brief Description of Work:

4.9.2. **Reference #2**

Individual Name:

Company Name:

Address:

Telephone:

Brief Description of Work:

4.9.3. **Reference #3**

Individual Name:

Company Name:

Address:

Telephone:

Brief Description of Work:

PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE

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

4.10.1. Authorized Representative (Sign By Hand):

_____ Date: _____

4.10.2. Print Name and Title of Authorized Representative

_____ Date: _____

5.0

Vehicle Inspection Check List

Bid Option _____

Date of Inspection _____

BCPW ID # Assigned _____ (approved vehicles only)

Make of Vehicle _____ Size of Vehicle _____ Year _____

Type of Bed _____ Vehicle Color _____

License # _____

Plow Manufacturer _____ Model # _____ Width _____

Plow Up _____ Plow Down _____ Plow Left _____ Plow Right _____

Spreader Manufacturer _____ Model # _____ Capacity _____

Spreader controls in cab _____

Spreader on _____ Spreader off _____

Meets Manufacturers Recommendations for Equipment installed. (Must include load capacity)

Re - Inspection Required _____

Additional Comments:

Authorized for Inspection Payment _____ Date _____



Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

“No Bid” Response Form

Tyson Boldan, CPPB, Purchasing Clerk
(573) 886-4394 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

Bid: 45-09AUG07 – Snow & Ice Control Services

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned Term. 20 07

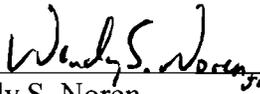
In the County Commission of said county, on the 25th day of September 20 07

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

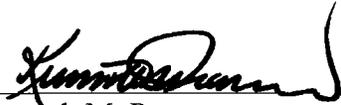
Now on this day the County Commission of the County of Boone does hereby adopt the revised Acceptable Use Policy for all County computer users.

Done this 25th day of September, 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



BOONE COUNTY

Acceptable Use Policy – Computer Services

Document Date: September 20, 2007

1. Introduction

The Internet and electronic mail (e-mail) computer services are comprised of thousands of interconnected networks, which provide digital pathways to millions of information sites. Because these networks subscribe to a common set of standards and protocols, users have worldwide access to Internet hosts and their associated applications and databases. Electronic search and retrieval tools permit users to gather information and data from a multitude of sources and to communicate with other Internet and e-mail users who have related interests. Access to the Internet provides government agencies with the opportunity to locate and use current and historical data from multiple sources worldwide in their decision-making processes. Authorized employees, volunteers and contractors of Boone County government are encouraged to develop the skills necessary to effectively utilize these tools in the performance of their jobs.

These, and other computer services, provide benefits to all departments within Boone County government. It is the policy of the County that employees, volunteers and contractors whose job performance can be enhanced through the use of computer services, and that these services are in line with helping the departments accomplish their missions and goals, be provided the privilege to access these computer services, and become proficient in their capabilities.

2. Purpose

The purpose of this policy is to establish guidelines for the appropriate use of computer services provided to Boone County employees, volunteers and contractors through the Information Technology department. This includes the use of the Internet, Intranet, e-mail, computer hardware and software, and general security.

Use of computer services provided by Boone County constitutes agreement to the guidelines and policies set forth by this document. All users are required to read this policy and sign the provided agreement statement prior to being allowed access to any Boone County computer services.

3. Authorization

This Acceptable Use Policy for Computer Services has been approved by the Information Technology Advisory Committee, comprised of all department heads and elected officials in Boone County government, and has been made enforceable under Commission Order #144-2002, dated March 26, 2002. This policy supercedes all other E-mail and Internet Use policies.

4. Scope & Definitions

This policy applies to all Boone County users (full, part-time and temporary employees), volunteers and contractors during the time they are using any of the County's computer services. As used in this policy the term "computer services" or "computer system" means all county owned or leased computer equipment and networks connecting such equipment, county owned or licensed computer programs and software, and electronic mail, intranet and internet services provided through use of such equipment, programs and software. As used in this policy, the term "Administrative Authority" means the county elected official or officials who hire, appoint, contract with, or otherwise authorize users under their supervision and control to use county computer services and to whom such users are responsible, or his or her designee. For purposes of this policy, the County Commission shall be the principle Administrative Authority for Department Directors under its supervision and control, but the Department Directors shall be considered Administrative Authorities responsible for users under their supervision and control.

5. General Principles and Guidelines For Network Usage

County computer services users should understand the following principles and adhere to the following guidelines:

- a. County-provided computer networks and systems such as Internet, Intranet and e-mail privileges are considered County governmental resources and are intended to be used for business purposes.
- b. Correspondence by e-mail is not private. Individuals using county computer services to access the Internet are subject to having activities monitored by system or security personnel. Use of the County e-mail system constitutes consent to security monitoring, and users should remember that sessions are not private. Users may be subject to limitations on their use of such resources. All data and information contained within the county computer system is the property of the County and subject to Administrative Authority supervision and control to the same extent as paper documents containing such data or information. Therefore, the County and its Administrative Authorities have the right to control, monitor and manage all such data and information.
- c. County e-mail accounts, Internet IDs and web pages shall not be used for anything other than County-sanctioned communications as authorized under this general policy and individual policies, which may be established by Administrative Authorities.
- d. The distribution of any information through county computer services is subject to review by the Information Technology Department and Administrative Authorities, whose offices or departments create, transmit or receive information through the county computer system. The County, by this general policy and individual Administrative Authorities, reserves the right to determine the suitability of this information. In monitoring information distribution through the county computer system, the Information Technology Department acts primarily to preserve and promote the security and operational integrity of county computer systems. The content of e-mail, documents, files, etc. will not be reviewed by IT without written authorization from the Administrative Authority, unless there is some system security issue involved. It is the responsibility of individual Administrative Authorities to police the content of the information distributed by users under their authority and control subject to the general provisions of this policy.
- e. The law permits and sometimes requires certain information and records to be treated as privileged or confidential. The Information Technology Department does not act as custodian of information or records contained within the county computer system for the various offices and departments within county government. Requests for access to information and records and the designation of what records or information are public or are closed or confidential is the responsibility of the Administrative Authority whose office or department generates and retains such information or records. Any public requests for access to information or records contained within the county computer system will be immediately communicated to the Administrative Authority responsible for the custody of such information or records. At the direction of the Administrative Authority having control of specified information or records, the Information Technology Department will provide the Administrative Authority with assistance in retrieving and copying information electronically when feasible to do so and under conditions permitted by law which protect system security and prevent county liability for electronic use of information.

6. Internet

1. Acceptable Use

Subject to the other terms and conditions of this policy, authorized computer services users may use the Internet access provided by Boone County for:

- a. Work-related purposes.
- b. Accessing, during working hours, job-related information as needed to meet the requirements of their jobs.

2. Unacceptable Use

Users are prohibited from using the Internet access provided by Boone County for:

- a. Engaging in any unlawful activities or any other activities, which would in any way bring discredit on Boone County.
- b. Engaging in personal commercial activities, including offering services or merchandise for sale or ordering services or merchandise from on-line vendors.
- c. Engaging in any fundraising or political activity.
- d. Engaging in practices which might jeopardize the County's computer systems and data files, including, but not limited to, virus attacks, when downloading files from the Internet.
- e. Any illegal purpose, including, but not limited to, violating copyright, privacy, plagiarism or intellectual property laws.
- f. Accessing inappropriate sites, where viruses are likely to originate. These include, but are not limited to, pornographic sites, hacking sites and warez sites (shareware).

- g. Accessing, retrieving or printing text and graphics information that exceeds the bounds of generally accepted standards of good taste and ethics.
- h. Knowingly causing interference with or disruption to any network, information service, equipment or any user thereof.
- i. Accessing material containing obscene or sexually explicit language and/or images.
- j. Knowingly causing any other person to view content that could render the County liable pursuant to state or federal anti-discrimination laws and anti-harassment laws.
- k. Knowingly downloading or requesting software or media files or data streams that the employee has reason to believe will use a greater amount of network bandwidth than is appropriate. For example, this includes, but is not limited to, video streaming, audio streaming and Napster.
- l. Knowingly damaging any computers, computer systems, computer networks or other electronic information systems.
- m. Downloading files from unknown sources or origin.

7. E-mail

1. Acceptable Use

Subject to the other terms and conditions of this policy, users may use the e-mail services provided by Boone County for:

- a. Work-related business.
- b. Although the majority of entries on the GroupWise calendar should be business related, it is permissible to make personal entries on a limited basis.

2. Unacceptable Use

Users are prohibited from using the e-mail services provided by Boone County for:

- a. Sending unsolicited bulk e-mail without the Administrative Authority's approval.
- b. Sending material containing obscene or sexually explicit language and/or images.
- c. Any illegal purpose, including, but not limited to, violating copyright, privacy, plagiarism or intellectual property laws.
- d. Disseminating legally privileged or confidential information or information protected from public disclosure under section 610.021 RSMo, or other laws making the information confidential, without the consent of the Administrative Authority or other person who is entitled to assert a legal privilege or invoke the law permitting confidentiality.
- e. Opening files attached to an e-mail from an unknown, suspicious or untrustworthy source.
- f. Opening files attached to an e-mail if the subject line is questionable or unexpected.
- g. Sending e-mail under someone else's signature without their consent.
- h. Knowingly causing any other person to view content that could render the County liable pursuant to state or federal anti-discrimination laws and anti-harassment laws.

8. Computer Software

1. Acceptable Use

The Boone County Information Technology Department supports an approved set of software on user personal computers. This software includes Microsoft Windows and Microsoft Office Suite Standard edition, which includes Word and Excel. Microsoft Office Suite Professional edition includes PowerPoint and Access, which must be requested on an exception basis.

- a. Only approved software may be used on county personal computers. Requests for additional software shall be made to the user's Administrative Authority, who in turn, shall submit the request to the Information Technology Director for review by the Information Technology Advisory Committee.

2. Unacceptable Use

Users are prohibited from:

- a. Installing unapproved software on user personal computers. An approved PC software list for Boone County is maintained by the Information Technology Department. The Information Technology Department will periodically audit each user's computer to check for unauthorized software that has been installed. This audit will be done automatically through the use of sophisticated network tools. Anytime unauthorized software is found installed, the Information Technology Department has the authority to immediately remove the unauthorized software and/or disable the user's access to any or all computer services. Proof of license for all Boone County PC and server software is to be maintained by the Information Technology Department.

- b. Installing and/or using screen savers that have not been approved by the Information Technology Advisory Committee.

9. Computer Hardware

1. Acceptable Use

Subject to the other terms and conditions of this policy, users may use computer hardware that their Administrative Authorities deem necessary for them to perform their job duties.

2. Unacceptable Use

Users are prohibited from using computer hardware in the following manner:

- a. Attaching or removing any external devices or internal components without the direct approval and coordination of the Information Technology Department. Digital cameras, however, are an exception, and can be attached and detached to personal computers without the Information Technology Department's approval and coordination, provided this is the standard operating procedure for the user's department.
- b. Moving a desktop workstation to another desk or location without the direct approval and coordination of the Information Technology Department.

10. General Security

1. Acceptable Use

All users are expected to take reasonable precautions to protect against unauthorized use of the computer systems for which they have been granted access. **Use of county computer services constitutes consent to security monitoring, and employees should remember that sessions are not private.** Acceptable use includes:

- a. Scanning all floppies and CDs for viruses before use, particularly if the media did not come from a known and trusted source.
- b. Users who identify security problems must report them to their Administrative Authority and discuss with no one else except the Information Technology Department security administrator.

2. Unacceptable Use

Users are prohibited from the following activities:

- a. Knowingly altering Boone County data and/or databases when not authorized by the Information Technology Department and/or the Administrative Authority responsible for the data or data base information.
- b. Sharing or exchanging computer passwords and/or IDs with anyone else, except with the Administrative Authority or his or her designee, or the Information Technology security administrator.
- c. Accessing information of a confidential nature for which the user has not been authorized. For example, this could include, but is not limited to, HR's applicant database, Sheriff's department investigative files and Prosecuting Attorney's criminal case files.
- d. Engaging in any activity that would compromise the security of any County host computer.
- e. Posting User IDs and passwords on user computer monitors or in visible places nearby. If the user must write down his/her User ID and password to remember it, then the User ID and password shall be kept under lock and key.
- f. Unauthorized use or attempt to use another person's password or account.
- g. Intentionally uploading or creating computer viruses.

11. Geographic Information System (GIS) Access and Dataset Use

1. General Dataset Disclaimer

The Boone County GIS datasets were prepared for the inventory of real property based on the utilization of deeds, plans, and/or supportive data. In addition, map files are frequently changed to reflect changes in boundaries, lot lines and other geographic features resulting from changes in ownership, development, and other causes. The existence, dimension, and location of features, as well as other information, should not be relied upon for any purpose without actual field verification. The County of Boone makes no warranty of any kind concerning the completeness or accuracy of information contained on these maps and assumes no liability or responsibility for the use or reuse of these maps by persons not affiliated with Boone County. Use of these maps by any person not affiliated with Boone County constitutes agreement by the user to assume full liability and responsibility for the verification of the accuracy of information shown on these maps.

2. Acceptable Use

- a. The Boone County Geographic Information System (GIS) Department supports an approved set of GIS software on user personal computers and handheld devices. This software includes Microsoft Internet Explorer to access the available web-based mapping viewers and ESRI ArcGIS GIS software running on Microsoft Windows. ESRI ArcGIS extensions can be requested on an exception basis. Additionally, access to GIS dataset is supported with limited AutoCAD versions as view only.
- b. GIS datasets that are not designated as confidential are available for viewing and integration into mapping projects as base map layers at no cost to County users and departments with network (LAN) access within the County Offices on an as-needed basis.
- c. For additional information or to request access to the GIS system and related datasets please contact the GIS Department.

3. Unacceptable Use

Users are prohibited from:

- a. In accordance to the Boone County GIS License Agreement and Shared GIS Consortium Agreement, Boone County GIS users are not permitted to re-distribute any GIS dataset of which they are not the designated custodian. Furthermore, Boone County GIS users are not permitted to re-distribute any datasets located on the Shared GIS Consortium Server to any non-County entity. All outside requests for GIS datasets should be directed to the Boone County GIS Manager.
- b. Redistribution will be allowed and performed by the designated custodian of the dataset(s) provided that the requesting entity adheres to the following guidelines:
 - i. Entity must sign a Boone County GIS License Agreement and the agreement must be approved and signed by the Boone County Commission and Boone County Clerk.
 - ii. Dataset fees will be charged based on the GIS fee schedule. Dataset fees are waived for entities that are performing consulting for Boone County or other Shared GIS Consortium member.
 - iii. Entity will receive an export of the dataset as it is on the date it is requested in ESRI shapefiles, Personal Geodatabase, dbase table, or raster format via email, online file download, or CD-R at the discretion of the designated custodian.
 - iv. No updates will be provided for re-distribution without additional fees based on the GIS fee schedule. These additional fees will apply to each update.

12. PDA Support Policy

1. Purpose

The purpose of this policy is to define the Personal Digital Assistant (PDA) service and support policy to be provided by the Information Technology department.

2. Background

The Information Technology department recognizes that Personal Digital Assistants, or PDAs, have grown in popularity and functionality throughout the county. The class of PDAs includes Palm Pilots, pocket PCs, handheld computers and other personal organizers. These devices are not currently budgeted and purchased by the county. Individuals who own these devices personally, however, find it useful to be able to synchronize them with their office e-mail and calendars.

3. Hardware

Hardware is the sole responsibility of the owner. In addition to the PDA device itself, this also includes the docking cradle and connecting cables. The IT department is not responsible for troubleshooting hardware or replacements/enhancements/upgrades to the hardware.

4. Data Integrity

The integrity of the data on these devices is the sole responsibility of the user. Backup and restoration of the data is accomplished through synchronizing the device with a PC through the use of a docking cradle. There is no mechanism in place at the IT department level to backup and restore data from PDA devices.

5. Security

The PDA is not considered a secure computing device. It is recommended that only non-confidential information be stored on the device and the password protection feature enabled. In the event of a lost or stolen device, or termination, the user (or supervisor) must report this to IT immediately. A "Kill" command will be sent to the device, which will clear it and set it back to factory defaults.

6. Specific Devices

Due to the large variety of PDA devices and associated operating systems, the IT department is recommending that users select devices that use IT department-approved compatible hardware and operating system software. Currently the most common and approved operating system software is the Palm OS and Windows CE. For a complete list of supported devices please go to http://www.novell.com/products/groupwise/mobileserver/device_support.html. IT does not support Blackberry devices.

7. Synchronization of GroupWise

The IT Department supports the synchronization of email, calendars, and contacts via GroupWise Mobile Server using a network push. It is the users' responsibility to check with their service provider for any data plan that is needed to support wireless synchronization. IT recommends an "unlimited data service". The IT Department does not support GroupWise synchronization of PDA devices via cradle/USB.

8. Reimbursement of Data Service Charges

Employees who pay personally for data service and SMS charges on their personally-owned, County-approved and compatible PDA, and whose departments have appropriations available to use for these charges, are eligible for reimbursement up to the amount awarded by the County to bid vendor(s) such as AT&T, Verizon and U.S. Cellular. A copy of the invoice and proof of payment must be submitted along with the reimbursement request. Administrative Authorities must approve and confirm that the data service and SMS functions are a necessary part of the employee's job.

13. Administrative Authority Responsibilities

Subject to annual and special appropriations made available for funding county computer services, Administrative Authorities have the final decision making authority in determining to whom and to what extent county computer services will be provided to persons under their supervision and control. Provided, however, the County Commission exercises final decision-making in determining whether to permit a private contractor or other private party to access or use county computer services to accomplish contractual obligations or other duties or functions related to county government requiring computer services. In addition, each Administrative Authority is responsible for the following:

- a. Arranging for access to county computer services for users under their supervision and control who need this access to conduct the official business of the County or perform governmental or professional functions for or on behalf of the county.
- b. Requiring persons under their supervision and control to understand this entire policy
- c. Monitoring persons under their supervision and control who use county computer services for the purpose of promoting compliance with this policy
- d. When a report or allegation of a violation of this Acceptable Use Policy occurs with regard to a person under an Administrative Authority's supervision or control, and the report or allegation does not involve a threat of damage, actual damage, or breach of security to county computer services, the Administrative Authority shall assume the responsibility for investigating or directing an investigation of such report or allegation and making a final determination as to whether a violation has been committed. In addition, the Administrative Authority shall be responsible for determining what disciplinary action, if any, will be taken. If the report or allegation does involve a threat of damage, actual damage, or breach of security, the Information Technology department is authorized to immediately disable the user's access to any or all computer services. IT will then notify the Administrative Authority of the employee as soon as possible.
- e. Responding directly and in a timely manner to requests for access to or copies of electronic data or information under their supervision and control when presented and otherwise complying with Missouri Open Meetings and Records law.
- f. Determining and deciding on their own behalf and on behalf of users under their supervision and control what electronic data or information contained within county computer systems under their

supervision and control is considered open to public inspection and copying, and what information is closed based on a lawful claim of privilege or confidentiality.

- g. Notifying the Information Technology department's helpdesk immediately after any employee under an Administrative Authority's supervision and control leaves county government for whatever reason, and requesting that IT terminate that employee's rights to all Boone County computer systems.

14. Information Technology Department Responsibilities

Except as may otherwise be provided by special policy or agreement and subject to funding limitations, the Information Technology (IT) Department is responsible for the general operation and maintenance of county computer services. Specifically, the Information Technology Department shall have the following responsibilities:

- a. Maintaining computer system and service security to prevent damage to the system and services themselves and the information contained within the county computer system.
- b. Preventing unauthorized use of county computer services and the data and information contained within the system. For these purposes the IT Department will keep and may monitor logs of Internet and e-mail usage which may reveal information such as which Internet servers (including World Wide Web sites) have been accessed by users and the e-mail addresses of those with whom they have communicated. The IT Department will not, however, engage in real-time surveillance of Internet usage or e-mail messages unless required by law or when requested by an Administrative Authority or the County Commission as Administrative Authority for the IT Department.
- c. Auditing all personal computers for authorized software and hardware. For these purposes the IT Department will keep and maintain a master list for the county of all authorized personal computer hardware and software, including proof of license. Anytime unauthorized software is found installed, the Information Technology Department has the authority to immediately remove the unauthorized software and/or disable the user's access to any or all computer services.
- d. Reviewing and approving the technical specifications for all computer hardware and software before any orders are placed.
- e. Ordering and installing (or directing the installation of) all computer hardware and software.
- f. Promptly notifying any Administrative Authority of a request for electronic access to or copies of data or information under the supervision or control of an Administrative Authority, and cooperate with and provide assistance to any such Administrative Authority in complying with such requests.

15. Consequences of Unacceptable Use

- a. Persons authorized to use county computer services to access and use the Internet and e-mail that do not comply with this policy and as a result cause damage to the system, or data or information contained within the system, or whose noncompliant use causes the county or its officials to incur monetary liability may be required to indemnify Boone County for any direct loss and reasonably foreseeable consequential losses suffered by the County by reason of a violation of this policy.
- b. Reported and substantiated breaches of confidentiality or unauthorized use will result in the employee being put on notice that appropriate disciplinary action will be forthcoming.



BOONE COUNTY

Acceptable Use Policy – Computer Services User Agreement

I have read the Boone County Acceptable Use Policy for Computer Services. I understand and agree to abide by this policy. Any violation of this policy may result in the immediate suspension of access privileges, and may also be grounds for further disciplinary/legal action.

User (please print): _____

User (signature): _____

Title: _____

Department: _____ Date: _____

For Administrative Authority Use Only

The user has read and signed the Acceptable Use Policy – Computer Services Agreement above, which governs the use and security of all Boone County computer systems and data/information. I request that this user be granted access to (or removed access from) the following computer systems and services. I verify that all requested new services are required for this user to be able to perform his/her job duties, which are consistent with the mission and goals of the department and Boone County. (Note: This form can also be used to REMOVE a user's access from selected computer systems.)

____ Novell Network

____ Departmental AS/400 Applications

____ Internet

____ MS PowerPoint

____ GroupWise E-mail

____ MS Access

____ (Other) _____

____ (Other) _____

Comments: _____

Administrative Authority (please print): _____

Administrative Authority (signature): _____

Title: _____

Department: _____ Date: _____

For Information Technology Use Only

The above user has been granted access to (or removed access from) the computer systems as requested above by the user's Administrative Authority. Also, the Information Technology Department has contacted this user and given him/her their User ID and password for each system. A Helpdesk work order for this request has been completed, and has been filed with the other Acceptable Use Policy – Computer Services Agreements.

Information Technology Security Administrator (please print): _____

Information Technology Security Administrator (signature): _____

Help Desk Work Order Number: _____ Date: _____



BOONE COUNTY

Acceptable Use Policy – Computer Services

Document Date: September 20, 2007

1. Introduction

The Internet and electronic mail (e-mail) computer services are comprised of thousands of interconnected networks, which provide digital pathways to millions of information sites. Because these networks subscribe to a common set of standards and protocols, users have worldwide access to Internet hosts and their associated applications and databases. Electronic search and retrieval tools permit users to gather information and data from a multitude of sources and to communicate with other Internet and e-mail users who have related interests. Access to the Internet provides government agencies with the opportunity to locate and use current and historical data from multiple sources worldwide in their decision-making processes. Authorized employees, volunteers and contractors of Boone County government are encouraged to develop the skills necessary to effectively utilize these tools in the performance of their jobs.

These, and other computer services, provide benefits to all departments within Boone County government. It is the policy of the County that employees, volunteers and contractors whose job performance can be enhanced through the use of computer services, and that these services are in line with helping the departments accomplish their missions and goals, be provided the privilege to access these computer services, and become proficient in their capabilities.

2. Purpose

The purpose of this policy is to establish guidelines for the appropriate use of computer services provided to Boone County employees, volunteers and contractors through the Information Technology department. This includes the use of the Internet, Intranet, e-mail, computer hardware and software, and general security.

Use of computer services provided by Boone County constitutes agreement to the guidelines and policies set forth by this document. All users are required to read this policy and sign the provided agreement statement prior to being allowed access to any Boone County computer services.

3. Authorization

This Acceptable Use Policy for Computer Services has been approved by the Information Technology Advisory Committee, comprised of all department heads and elected officials in Boone County government, and has been made enforceable under Commission Order #144-2002, dated March 26, 2002. This policy supercedes all other E-mail and Internet Use policies.

4. Scope & Definitions

This policy applies to all Boone County users (full, part-time and temporary employees), volunteers and contractors during the time they are using any of the County's computer services. As used in this policy the term "computer services" or "computer system" means all county owned or leased computer equipment and networks connecting such equipment, county owned or licensed computer programs and software, and electronic mail, intranet and internet services provided through use of such equipment, programs and software. As used in this policy, the term "Administrative Authority" means the county elected official or officials who hire, appoint, contract with, or otherwise authorize users under their supervision and control to use county computer services and to whom such users are responsible, or his or her designee. For purposes of this policy, the County Commission shall be the principle Administrative Authority for Department Directors under its supervision and control, but the Department Directors shall be considered Administrative Authorities responsible for users under their supervision and control.

5. General Principles and Guidelines For Network Usage

County computer services users should understand the following principles and adhere to the following guidelines:

- a. County-provided computer networks and systems such as Internet, Intranet and e-mail privileges are considered County governmental resources and are intended to be used for business purposes.
- b. Correspondence by e-mail is not private. Individuals using county computer services to access the Internet are subject to having activities monitored by system or security personnel. Use of the County e-mail system constitutes consent to security monitoring, and users should remember that sessions are not private. Users may be subject to limitations on their use of such resources. All data and information contained within the county computer system is the property of the County and subject to Administrative Authority supervision and control to the same extent as paper documents containing such data or information. Therefore, the County and its Administrative Authorities have the right to control, monitor and manage all such data and information.
- c. County e-mail accounts, Internet IDs and web pages shall not be used for anything other than County-sanctioned communications as authorized under this general policy and individual policies, which may be established by Administrative Authorities.
- d. The distribution of any information through county computer services is subject to review by the Information Technology Department and Administrative Authorities, whose offices or departments create, transmit or receive information through the county computer system. The County, by this general policy and individual Administrative Authorities, reserves the right to determine the suitability of this information. In monitoring information distribution through the county computer system, the Information Technology Department acts primarily to preserve and promote the security and operational integrity of county computer systems. The content of e-mail, documents, files, etc. will not be reviewed by IT without written authorization from the Administrative Authority, unless there is some system security issue involved. It is the responsibility of individual Administrative Authorities to police the content of the information distributed by users under their authority and control subject to the general provisions of this policy.
- e. The law permits and sometimes requires certain information and records to be treated as privileged or confidential. The Information Technology Department does not act as custodian of information or records contained within the county computer system for the various offices and departments within county government. Requests for access to information and records and the designation of what records or information are public or are closed or confidential is the responsibility of the Administrative Authority whose office or department generates and retains such information or records. Any public requests for access to information or records contained within the county computer system will be immediately communicated to the Administrative Authority responsible for the custody of such information or records. At the direction of the Administrative Authority having control of specified information or records, the Information Technology Department will provide the Administrative Authority with assistance in retrieving and copying information electronically when feasible to do so and under conditions permitted by law which protect system security and prevent county liability for electronic use of information.

6. Internet

1. Acceptable Use

Subject to the other terms and conditions of this policy, authorized computer services users may use the Internet access provided by Boone County for:

- a. Work-related purposes.
- b. Accessing, during working hours, job-related information as needed to meet the requirements of their jobs.

2. Unacceptable Use

Users are prohibited from using the Internet access provided by Boone County for:

- a. Engaging in any unlawful activities or any other activities, which would in any way bring discredit on Boone County.
- b. Engaging in personal commercial activities, including offering services or merchandise for sale or ordering services or merchandise from on-line vendors.
- c. Engaging in any fundraising or political activity.
- d. Engaging in practices which might jeopardize the County's computer systems and data files, including, but not limited to, virus attacks, when downloading files from the Internet.
- e. Any illegal purpose, including, but not limited to, violating copyright, privacy, plagiarism or intellectual property laws.
- f. Accessing inappropriate sites, where viruses are likely to originate. These include, but are not limited to, pornographic sites, hacking sites and warez sites (shareware).

- ~~g. Using Hotmail, AOL, MS Outlook or any other non-standard software to access e-mail, unless approved in advance by the Information Technology Advisory Committee. Currently, the only County authorized e-mail software is GroupWise.~~
- h. Accessing, retrieving or printing text and graphics information that exceeds the bounds of generally accepted standards of good taste and ethics.
 - i. Knowingly causing interference with or disruption to any network, information service, equipment or any user thereof.
 - j. Accessing material containing obscene or sexually explicit language and/or images.
 - k. Knowingly causing any other person to view content that could render the County liable pursuant to state or federal anti-discrimination laws and anti-harassment laws.
 - l. Knowingly downloading or requesting software or media files or data streams that the employee has reason to believe will use a greater amount of network bandwidth than is appropriate. For example, this includes, but is not limited to, video streaming, audio streaming and Napster.
 - m. Knowingly damaging any computers, computer systems, computer networks or other electronic information systems.
 - n. Downloading files from unknown sources or origin.

7. E-mail

1. Acceptable Use

Subject to the other terms and conditions of this policy, users may use the e-mail services provided by Boone County for:

- a. Work-related business.
- b. Although the majority of entries on the GroupWise calendar should be business related, it is permissible to make personal entries on a limited basis.

2. Unacceptable Use

Users are prohibited from using the e-mail services provided by Boone County for:

- a. Sending unsolicited bulk e-mail without the Administrative Authority's approval.
- b. Sending material containing obscene or sexually explicit language and/or images.
- c. Any illegal purpose, including, but not limited to, violating copyright, privacy, plagiarism or intellectual property laws.
- d. Disseminating legally privileged or confidential information or information protected from public disclosure under section 610.021 RSMo, or other laws making the information confidential, without the consent of the Administrative Authority or other person who is entitled to assert a legal privilege or invoke the law permitting confidentiality.
- e. Opening files attached to an e-mail from an unknown, suspicious or untrustworthy source.
- f. Opening files attached to an e-mail if the subject line is questionable or unexpected.
- g. Sending e-mail under someone else's signature without their consent.
- h. Knowingly causing any other person to view content that could render the County liable pursuant to state or federal anti-discrimination laws and anti-harassment laws.

8. Computer Software

1. Acceptable Use

The Boone County Information Technology Department supports an approved set of software on user personal computers. This software includes Microsoft Windows and Microsoft Office Suite Standard edition, which includes Word and Excel. Microsoft Office Suite Professional edition includes PowerPoint and Access, which must be requested on an exception basis.

- a. Only approved software may be used on county personal computers. Requests for additional software shall be made to the user's Administrative Authority, who in turn, shall submit the request to the Information Technology Director for review by the Information Technology Advisory Committee.

2. Unacceptable Use

Users are prohibited from:

- a. Installing unapproved software on user personal computers. An approved PC software list for Boone County is maintained by the Information Technology Department. The Information Technology Department will periodically audit each user's computer to check for unauthorized software that has been installed. This audit will be done automatically through the use of sophisticated network tools. Anytime unauthorized software is found installed, the Information Technology Department has the authority to immediately remove the unauthorized software

- and/or disable the user's access to any or all computer services. Proof of license for all Boone County PC and server software is to be maintained by the Information Technology Department.
- b. Installing and/or using screen savers that have not been approved by the Information Technology Advisory Committee.

9. Computer Hardware

1. Acceptable Use

Subject to the other terms and conditions of this policy, users may use computer hardware that their Administrative Authorities deem necessary for them to perform their job duties.

2. Unacceptable Use

Users are prohibited from using computer hardware in the following manner:

- a. Attaching or removing any external devices or internal components without the direct approval and coordination of the Information Technology Department. Digital cameras, however, are an exception, and can be attached and detached to personal computers without the Information Technology Department's approval and coordination, provided this is the standard operating procedure for the user's department.
- b. Moving a desktop workstation to another desk or location without the direct approval and coordination of the Information Technology Department.

10. General Security

1. Acceptable Use

All users are expected to take reasonable precautions to protect against unauthorized use of the computer systems for which they have been granted access. **Use of county computer services constitutes consent to security monitoring, and employees should remember that sessions are not private.** Acceptable use includes:

- a. Scanning all floppies and CDs for viruses before use, particularly if the media did not come from a known and trusted source.
- b. Users who identify security problems must report them to their Administrative Authority and discuss with no one else except the Information Technology Department security administrator.

2. Unacceptable Use

Users are prohibited from the following activities:

- a. Knowingly altering Boone County data and/or databases when not authorized by the Information Technology Department and/or the Administrative Authority responsible for the data or data base information.
- b. Sharing or exchanging computer passwords and/or IDs with anyone else, except with the Administrative Authority or his or her designee, or the Information Technology security administrator.
- c. Accessing information of a confidential nature for which the user has not been authorized. For example, this could include, but is not limited to, HR's applicant database, Sheriff's department investigative files and Prosecuting Attorney's criminal case files.
- d. Engaging in any activity that would compromise the security of any County host computer.
- e. Posting User IDs and passwords on user computer monitors or in visible places nearby. If the user must write down his/her User ID and password to remember it, then the User ID and password shall be kept under lock and key.
- f. Unauthorized use or attempt to use another person's password or account.
- g. Intentionally uploading or creating computer viruses.

11. Geographic Information System (GIS) Access and Dataset Use

1. General Dataset Disclaimer

The Boone County GIS datasets were prepared for the inventory of real property based on the utilization of deeds, plans, and/or supportive data. In addition, map files are frequently changed to reflect changes in boundaries, lot lines and other geographic features resulting from changes in ownership, development, and other causes. The existence, dimension, and location of features, as well as other information, should not be relied upon for any purpose without actual field verification. The County of Boone makes no warranty of any kind concerning the completeness or accuracy of information contained on these maps and assumes no liability or responsibility for the use or reuse of these maps by persons not affiliated with Boone County. Use of these maps by

any person not affiliated with Boone County constitutes agreement by the user to assume full liability and responsibility for the verification of the accuracy of information shown on these maps.

2. Acceptable Use

- a. The Boone County Geographic Information System (GIS) Department supports an approved set of GIS software on user personal computers and handheld devices. This software includes Microsoft Internet Explorer to access the available web-based mapping viewers and ESRI ArcGIS GIS software running on Microsoft Windows. ESRI ArcGIS extensions can be requested on an exception basis. Additionally, access to GIS dataset is supported with limited AutoCAD versions as view only.
- b. GIS datasets that are not designated as confidential are available for viewing and integration into mapping projects as base map layers at no cost to County users and departments with network (LAN) access within the County Offices on an as-needed basis.
- c. For additional information or to request access to the GIS system and related datasets please contact the GIS Department.

3. Unacceptable Use

Users are prohibited from:

- a. In accordance to the Boone County GIS License Agreement and Shared GIS Consortium Agreement, Boone County GIS users are not permitted to re-distribute any GIS dataset of which they are not the designated custodian. Furthermore, Boone County GIS users are not permitted to re-distribute any datasets located on the Shared GIS Consortium Server to any non-County entity. All outside requests for GIS datasets should be directed to the Boone County GIS Manager.
- b. Redistribution will be allowed and performed by the designated custodian of the dataset(s) provided that the requesting entity adheres to the following guidelines:
 - i. Entity must sign a Boone County GIS License Agreement and the agreement must be approved and signed by the Boone County Commission and Boone County Clerk.
 - ii. Dataset fees will be charged based on the GIS fee schedule. Dataset fees are waived for entities that are performing consulting for Boone County or other Shared GIS Consortium member.
 - iii. Entity will receive an export of the dataset as it is on the date it is requested in ESRI shapefiles, Personal Geodatabase, dbase table, or raster format via email, online file download, or CD-R at the discretion of the designated custodian.
 - iv. No updates will be provided for re-distribution without additional fees based on the GIS fee schedule. These additional fees will apply to each update.

12. PDA Support Policy

1. Purpose

The purpose of this policy is to define the Personal Digital Assistant (PDA) service and support policy to be provided by the Information Technology department.

2. Background

The Information Technology department recognizes that Personal Digital Assistants, or PDAs, have grown in popularity and functionality throughout the county. The class of PDAs includes Palm Pilots, pocket PCs, handheld computers and other personal organizers. These devices are not currently budgeted and purchased by the county. Individuals who own these devices personally, however, find it useful to be able to synchronize them with their office e-mail and calendars.

3. Hardware

Hardware is the sole responsibility of the owner. In addition to the PDA device itself, this also includes the docking cradle and connecting cables. The IT department is not responsible for troubleshooting hardware or replacements/enhancements/upgrades to the hardware.

4. Data Integrity

The integrity of the data on these devices is the sole responsibility of the user. Backup and restoration of the data is accomplished through synchronizing the device with a PC through the

use of a docking cradle. There is no mechanism in place at the IT department level to backup and restore data from PDA devices.

5. Security

The PDA is not considered a secure computing device. It is recommended that only non-confidential information be stored on the device and the password protection feature enabled. In the event of a lost or stolen device, or termination, the user (or supervisor) must report this to IT immediately. A "Kill" command will be sent to the device, which will clear it and set it back to factory defaults.

6. Specific Devices

Due to the large variety of PDA devices and associated operating systems, the IT department is recommending that users select devices that use IT department-approved compatible hardware and operating system software. Currently the most common and approved operating system software is the Palm OS and Windows CE. For a complete list of supported devices please go to [http://www.novell.com/products/groupwise/mobileserver/device support.html](http://www.novell.com/products/groupwise/mobileserver/device%20support.html). IT does not support Blackberry devices.

7. Synchronization of GroupWise

The IT Department supports the synchronization of email, calendars, and contacts via GroupWise Mobile Server using a network push. It is the users' responsibility to check with their service provider for any data plan that is needed to support wireless synchronization. IT recommends an "unlimited data service". The IT Department does not support GroupWise synchronization of PDA devices via cradle/USB.

8. Reimbursement of Data Service Charges

~~Directors and elected officials~~ **Employees** who pay personally for data service and SMS charges on their personally-owned, County-approved and compatible PDA, and whose departments have appropriations available to use for these charges, ~~for such data service charges,~~ are eligible for reimbursement up to the amount awarded by the County to bid vendor(s) such as AT&T, Verizon and U.S. Cellular. A copy of the invoice and proof of payment must be submitted along with the reimbursement request. **Administrative Authorities must approve and confirm that the data service and SMS functions are a necessary part of the employee's job.**

13. Administrative Authority Responsibilities

Subject to annual and special appropriations made available for funding county computer services, Administrative Authorities have the final decision making authority in determining to whom and to what extent county computer services will be provided to persons under their supervision and control. Provided, however, the County Commission exercises final decision-making in determining whether to permit a private contractor or other private party to access or use county computer services to accomplish contractual obligations or other duties or functions related to county government requiring computer services. In addition, each Administrative Authority is responsible for the following:

- a. Arranging for access to county computer services for users under their supervision and control who need this access to conduct the official business of the County or perform governmental or professional functions for or on behalf of the county.
- b. Requiring persons under their supervision and control to understand this entire policy
- c. Monitoring persons under their supervision and control who use county computer services for the purpose of promoting compliance with this policy
- d. When a report or allegation of a violation of this Acceptable Use Policy occurs with regard to a person under an Administrative Authority's supervision or control, and the report or allegation does not involve a threat of damage, actual damage, or breach of security to county computer services, the Administrative Authority shall assume the responsibility for investigating or directing an investigation of such report or allegation and making a final determination as to whether a violation has been committed. In addition, the Administrative Authority shall be responsible for determining what disciplinary action, if any, will be taken. If the report or allegation does involve a threat of damage, actual damage, or breach of security, the Information Technology department is authorized to immediately disable the user's access to any or all computer services. IT will then notify the Administrative Authority of the employee as soon as possible.

- e. Responding directly and in a timely manner to requests for access to or copies of electronic data or information under their supervision and control when presented and otherwise complying with Missouri Open Meetings and Records law.
- f. Determining and deciding on their own behalf and on behalf of users under their supervision and control what electronic data or information contained within county computer systems under their supervision and control is considered open to public inspection and copying, and what information is closed based on a lawful claim of privilege or confidentiality.
- g. Notifying the Information Technology department's helpdesk immediately after any employee under an Administrative Authority's supervision and control leaves county government for whatever reason, and requesting that IT terminate that employee's rights to all Boone County computer systems.

14. Information Technology Department Responsibilities

Except as may otherwise be provided by special policy or agreement and subject to funding limitations, the Information Technology (IT) Department is responsible for the general operation and maintenance of county computer services. Specifically, the Information Technology Department shall have the following responsibilities:

- a. Maintaining computer system and service security to prevent damage to the system and services themselves and the information contained within the county computer system.
- b. Preventing unauthorized use of county computer services and the data and information contained within the system. For these purposes the IT Department will keep and may monitor logs of Internet and e-mail usage which may reveal information such as which Internet servers (including World Wide Web sites) have been accessed by users and the e-mail addresses of those with whom they have communicated. The IT Department will not, however, engage in real-time surveillance of Internet usage or e-mail messages unless required by law or when requested by an Administrative Authority or the County Commission as Administrative Authority for the IT Department.
- c. Auditing all personal computers for authorized software and hardware. For these purposes the IT Department will keep and maintain a master list for the county of all authorized personal computer hardware and software, including proof of license. Anytime unauthorized software is found installed, the Information Technology Department has the authority to immediately remove the unauthorized software and/or disable the user's access to any or all computer services.
- d. Reviewing and approving the technical specifications for all computer hardware and software before any orders are placed.
- e. Ordering and installing (or directing the installation of) all computer hardware and software.
- f. Promptly notifying any Administrative Authority of a request for electronic access to or copies of data or information under the supervision or control of an Administrative Authority, and cooperate with and provide assistance to any such Administrative Authority in complying with such requests.

15. Consequences of Unacceptable Use

- a. Persons authorized to use county computer services to access and use the Internet and e-mail that do not comply with this policy and as a result cause damage to the system, or data or information contained within the system, or whose noncompliant use causes the county or its officials to incur monetary liability may be required to indemnify Boone County for any direct loss and reasonably foreseeable consequential losses suffered by the County by reason of a violation of this policy.
- b. Reported and substantiated breaches of confidentiality or unauthorized use will result in the employee being put on notice that appropriate disciplinary action will be forthcoming.



BOONE COUNTY

Acceptable Use Policy – Computer Services

User Agreement

I have read the Boone County Acceptable Use Policy for Computer Services. I understand and agree to abide by this policy. Any violation of this policy may result in the immediate suspension of access privileges, and may also be grounds for further disciplinary/legal action.

User (please print): _____

User (signature): _____

Title: _____

Department: _____ Date: _____

For Administrative Authority Use Only

The user has read and signed the Acceptable Use Policy – Computer Services Agreement above, which governs the use and security of all Boone County computer systems and data/information. I request that this user be granted access to (or removed access from) the following computer systems and services. I verify that all requested new services are required for this user to be able to perform his/her job duties, which are consistent with the mission and goals of the department and Boone County. (Note: This form can also be used to REMOVE a user's access from selected computer systems.)

____ Novell Network

____ Departmental AS/400 Applications

____ Internet

____ MS PowerPoint

____ GroupWise E-mail

____ MS Access

____ (Other) _____

____ (Other) _____

Comments: _____

Administrative Authority (please print): _____

Administrative Authority (signature): _____

Title: _____

Department: _____ Date: _____

For Information Technology Use Only

The above user has been granted access to (or removed access from) the computer systems as requested above by the user's Administrative Authority. Also, the Information Technology Department has contacted this user and given him/her their User ID and password for each system. A Helpdesk work order for this request has been completed, and has been filed with the other Acceptable Use Policy – Computer Services Agreements.

Information Technology Security Administrator (please print): _____

Information Technology Security Administrator (signature): _____

Help Desk Work Order Number: _____ Date: _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 07

In the County Commission of said county, on the 25th day of September 20 07

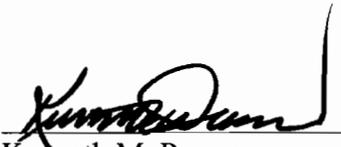
the following, among other proceedings, were had, viz:

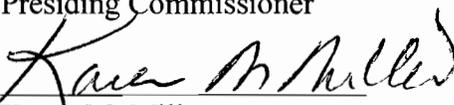
Now on this day the County Commission of the County of Boone does hereby approve the request by the Department of Information Technology for replacement of the check-out projector for the IT Department and a scanner workstation and monitor for the County Clerk's office.

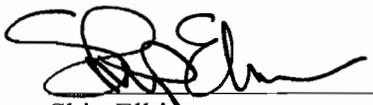
Done this 25th day of September, 2007.

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



BOONE COUNTY
Department of Information Technology
ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
801 E. Walnut, Room 221
Columbia, MO 65201-4890
573-886-4315

Michael H. Mallicoat _____ **Director**

DATE: September 20, 2007
TO: Ken Pearson, Presiding Commissioner
Karen Miller, District I Commissioner
Skip Elkin, District II Commissioner
FROM: Michael Mallicoat
SUBJECT: Request for Projector and Scanning Workstation

The check-out projector in the Information Technology Department has quit working and needs to be replaced ASAP. It is not economical to repair the old one. The quote for a new one is \$895.90.

Also, Wendy Noren needs a replacement scanner workstation and monitor for Compaq Deskpro EP #12301. The quote for a new one is \$783.53 including a 3-year extended, on-site service agreement.

Savings from new PC purchases will be used for all the above items. (1170-92301)

cc: June Pitchford
Caryn Ginter

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.
June E. Pitchford 9/18/07 1170-92301
Auditor, by *cej* Date



September 14, 2007 9:53 AM
 Page 1 of 2
 Quote Number: 828201.0

State of MO - PVC-ST --- C206026001

Prepared By: Uthoff, Douglas V.

WWTelcohubby.com
 58 Weidon Parkway
 MARYLAND HEIGHTS, MO 63043
 Phone: 314-301-2883
 Fax: 800-775-5475
 e-mail: doug@uthoffwvt.com
 P. O. C. : Uthoff, Doug

Submitted Date: 14-SEP-07
 Contact: Fisher, Tandy
 Agency/Company: Boone County, MO - Information Technology
 Phone: 573-886-4315
 Fax: Uthoff@boonecountymo.org
 e-mail:
 Bid #: DC5700 - Power User
 WMT Quote #: 828201.0

Item	Description	Manufacturer	Part Number	Qty	Customer Unit Price	Backorder	Notes
1	HP Compaq Business Desktop dest700 - Micro tower - no CPU - 8GB RAM 8 MB - HD none - Gigabit Ethernet - Monitor none - CTO	HEWLETT PACKARD	EW287AV	1	\$111.82	14	
2	Microsoft Windows XP Professional - license and media - 1 user - CTO - English - United States	HEWLETT PACKARD	EK022AVFA8A	1	\$85.04	14	
3	HP Power supply (Internal)	HEWLETT PACKARD	AH108AV	1	\$38.94	14	
4	HP Thermal Kit for Microtower - Thermal upgrade kit	HEWLETT PACKARD	EW331AV	1	\$0.96	14	
5	HP System country kit	HEWLETT PACKARD	EK662AVFA8A	1	\$0.95	14	
6	Intel Core 2 Duo E6300 (1.86/10662M) E Star	HEWLETT PACKARD	AH5864V	1	\$144.77	14	
7	HP - Memory - 2 GB (2 x 1 GB) - DDR II - 667 MHz / PC2-5300	HEWLETT PACKARD	EW596AV	1	\$96.84	14	
8	HP - Disk drive - floppy disk (1.44 MB) - Internal - 3.5"	HEWLETT PACKARD	EW293AV	1	\$8.99	14	
9	HP - Hard drive - 80 GB - SATA-300	HEWLETT PACKARD	EW513AV	1	\$31.95	14	
10	HP - Disk drive - CD-RW/DVD-R/DVD-R/DVD-R/RW - Serial ATA - Internal - 5.25"	HEWLETT PACKARD	EW535AV	1	\$20.63	14	
11	HP USB Optical Scroll Mouse - Mouse - optical - 2 button(s) - wired - USB	HEWLETT PACKARD	RA678AV	1	\$3.00	14	
12	HP Standard keyboard - keyboard - USB - English - US	HEWLETT PACKARD	EK122AVFA8A	1	\$4.00	14	
13	HP - Extended service agreement - parts and labor (for microtower) - 3 years - on-site	HEWLETT PACKARD	EK667AVFA8A	1	\$20.97	14	
14	HP L1940T - Flat panel display - TFT - 19" - 1280 x 1024 / 75 Hz - 300 cd/m2 - 700:1 - 8 ms - 0.294 mm - DVI-D, VGA - silver, carbonite black	HEWLETT PACKARD	EW869AAFA8A	1	\$214.66	14	

Subtotal: \$783.53
 0% Contract Fee (Minimum \$0.00): \$0.00
 Shipping Charges: \$0.00
 Grand Total: \$783.53

* AFS - Available to Ship

- To learn more about WWT's Cisco Authorized Training Courses, Rates, Promotions,
 - go online to <http://www.www.ciscotraining.html> or call WWT today at (800) 432-7008



State of MI-PVC-ST -- C206026601

September 14, 2017 9:13 AM
Page 3 of 3
Quote Number: 0000010

- Option #1 - Shelf/Place Order
- Option #2 - Order Manifestum
- Option #3 - Service (report a trouble call)
- Option #4 - Hardware Maintenance Pricing

Please call 888-234-8898



State of MO-PVC-ST -- C206026001

September 5, 2007 2:11 PM
 Page 1 of 1
 Quote Number: 624247.1

Prepared By: Uhnoff, Douglas V.

WWT@hccobuy.com
 58 Weidton Parkway
 MARYLAND HEIGHTS, MO 63043

Phone: 314-301-2883
 Fax: 800-775-5475
 e-mail: douglas.uhnoff@wwt.com
 P.O. C.: Uhnoff, Doug

Submitted Date: 08-5P-07
 Contact: Fisher, Tudy
 Agency/Company: Boone County MO - Information Technology
 Phone: 573-886-4315
 Fax: Uhnoff@boonecountymo.org
 e-mail:
 Bid #: hircus
 WWT Quote #: 624247.1

Item Description

- 1 hircus team Big M34EP - DLP projector - 2500 ANSI lumens - XGA (1024 x 768) - 4:3
- 2 hircus Universal Bletcase - Projector carrying case - black

Item Part Number

Item	Description	Qty	Customer Unit Price	Estimated
1	hircus team Big M34EP - DLP projector - 2500 ANSI lumens - XGA (1024 x 768) - 4:3	1	\$822.16	\$822.16
2	hircus Universal Bletcase - Projector carrying case - black	1	\$73.74	\$73.74

Subtotal: \$895.90
 0% Contract Fee (Minimum \$0.00): \$0.00
 Shipping Charges: \$0.00
 Grand Total: \$895.90

* ATB - Available to ship

To learn more about WWT's Cisco Authorized Training Courses, Rates, Promotions,
 go online to: <http://www.wwt.com/cisco/training.html> or call WWT today at (800) 432-7008.
 Please call 888-234-8888
 Option #1 - Sales/Space Order
 Option #2 - Order Status/Return
 Option #3 - Service (report a trouble call
 Option #4 - Hardware Maintenance Pricing

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the July Adjourned

Term. 20 07

In the County Commission of said county, on the

25th day of September 20 07

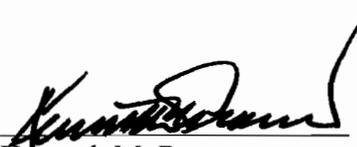
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Cooperative Agreement between Boone County and the Missouri Department of Social Services, Family Support Division. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 25th day of September, 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



RECEIVED OCT 3 2007

MATT BLUNT
GOVERNOR

MISSOURI
DEPARTMENT OF SOCIAL SERVICES
FAMILY SUPPORT DIVISION

P.O. BOX 2320
JEFFERSON CITY
65102-2320
Telephone: 573-751-3221

RELAY MISSOURI
for hearing and speech impaired
TEXT TELEPHONE
1-800-735-2966
VOICE
1-800-735-2466

October 3, 2007

Mr. Ken Pearson
Presiding Commissioner
Boone County
801 E. Walnut St.
Columbia, MO 65201

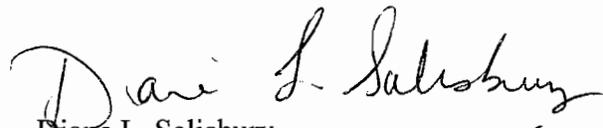
Dear Mr. Pearson:

Enclosed is a copy of the fully executed Cooperative Agreement for child support services for the State Fiscal Year 2008. This Agreement is in effect July 1, 2007, through June 30, 2008. **This is the only copy being provided to your county; therefore, if other officials within your county require a copy, please share a copy with them.**

This Agreement enables the county to claim reimbursement for allowable child support related activities. Allowable costs incurred as of the first day of the calendar quarter in which this Agreement is in effect and subsequently hereafter are eligible for reimbursement. Please be aware of the time frames for submitting claims as set forth in 13 CSR 30-3.010 (5)(H).

Thank you for your assistance and cooperation. If you have any questions, please contact me at 816-889-5194 or Debbie Schnieders at 573-526-1424.

Sincerely,


Diane L. Salisbury
Manager
County Reimbursements

DLS/dss

Enclosure

c: Prosecuting Attorney
Circuit Clerk
File

LEVEL B

CHILD SUPPORT ENFORCEMENT COOPERATIVE AGREEMENT

State of Missouri

Department of Social Services

Family Support Division

This **AGREEMENT** is entered into between the State of Missouri, Department of Social Services, Family Support Division, hereinafter referred to as **STATE**, and the political subdivision identified below, including the Prosecuting Attorney thereof, the Circuit Clerk thereof, and the Presiding Commissioner thereof, hereinafter referred to as **COUNTY**.

COUNTY OF BOONE

WHEREAS, the **STATE**, through the Family Support Division of the Department of Social Services, has been delegated the responsibility for the development and administration of a statewide program to establish and enforce child support obligations; and

WHEREAS, the **COUNTY** possesses resources useful in the establishment, enforcement, and collection of child support obligations;

NOW, in consideration of the mutual undertakings and agreements hereinafter set forth, the **STATE** and **COUNTY** agree as follows:

SPECIAL TERMS AND CONDITIONS

A. Definitions

For the purpose of this **AGREEMENT**, unless this context hereof clearly indicates otherwise, the following words and terms shall have the following meanings:

1. "Boone County Prosecuting Attorney cases" shall be cases where the custodial parent resides in Boone County, and the Columbia Family Support Division (FSD) has exhausted all its administrative enforcement remedies will be transferred to the Boone County Prosecuting Attorney. These cases will become the sole responsibility of the Boone County Prosecuting Attorney's Office. The Prosecuting Attorney will be responsible for these cases until the custodial parent closes his/her case or moves out of Boone County.
2. "Referral" or referred cases" shall mean the Columbia FSD cases where the custodial parent resides in Boone County and the Family Support Division has exhausted all its administrative paternity establishment and modification (when appropriate) remedies will be referred to the Boone County Prosecuting Attorney for judicial establishment of paternity and/or an order of support. Once the order is obtained, the referral will be returned to the Columbia FSD Office with a copy of the order and a copy of the initiating referral (CSE 506).

Or

For those cases where the custodial parent does not reside in Boone County and the case is located in any other FSD Office other than the Columbia FSD office, the cases will be referred to the Boone County Prosecuting Attorney for legal paternity, establishment or

enforcement as needed. Once the requirements for referrals have been completed, these referrals will be returned to the appropriate office.

3. For purposes of this **AGREEMENT**, **COUNTY** is designated as a Level B county. This is defined as a county in which the prosecuting attorney has sole responsibility for a specific portion of the IV-D program in that county and also performs specific legal function on referrals sent to him/her by **STATE**.

B. The **COUNTY** shall:

1. Appropriate to the Office of Prosecuting Attorney a sum of money sufficient for investigation and litigation of cases referred to that office by the **STATE**. Failure to appropriate resources sufficient to allow the Prosecuting Attorney to comply with the performance standards established by 13 CSR 30-2.010 shall be deemed a breach of this **AGREEMENT** and cause for its termination.
2. Furnish office space and other administrative requirements mandated by Section 454.405, RSMo, provided that prior approval is obtained from the **STATE** for any office space that must be leased from the private sector. All space obtained from a private source shall be acquired in conformance with Sections 105.454, 50.660, RSMo, and 13 CSR 30-3.010 (5)(A).
3. Hire for the purpose of fulfilling the responsibilities of Section 454.405, RSMo, and this **AGREEMENT**, additional staff, such as assistant prosecuting attorneys, clerical, investigative, or administrative, after first obtaining prior written approval from the **STATE**, through the state IV-D agency, for additions of positions employed by the

COUNTY and, notify the **STATE** of all changes of staff carrying out the responsibilities defined in this **AGREEMENT** and for which federal financial participation is available.

a. For purposes of this **AGREEMENT**, “additional staff” is defined to mean any staff to be hired and paid by the **COUNTY** over and above the number of staff approved and funded by the **COUNTY**’s budget on the effective date of this **AGREEMENT** as stated in paragraph (K) of this **AGREEMENT**.

4. Inform the **STATE**, in writing, 90 days prior to terminating a county-administered support enforcement program.
5. In accordance with the provisions of Section 32.057 and Chapter 143, of the Revised Statutes of Missouri and Regulations promulgated by the Department of Revenue (DOR), the **COUNTY** shall agree and understand that any data being provided by the DOR is confidential. The **COUNTY** must not make such data available to any other person or company in its entirety or in part whatsoever.
6. Maintain, as required by the **STATE**, all fiscal and other records necessary for reporting and accountability under the federal regulations and action transmittals, including but not limited to 45 CFR 302.15 and OCSE-AT-77-3, all provisions of 13 CSR 30-2.020; 13 CSR 30-3.010; 13 CSR 30-3.020 and, in addition thereto, records which reflect the direct and indirect costs expended in the performance of this **AGREEMENT**. These records will be available to the **STATE**, State Auditor, Department of Social Services' Auditors, and/or federal officials for inspection and audit.
7. Submit monthly billings to the **STATE** for all actual allowable direct and indirect expenditures incurred under this **AGREEMENT**. Allowable expenditures are those

eligible for federal financial participation under 45 CFR Part 304 and those eligible under state regulations. Claims will be documented and submitted in compliance with state regulations and shall be signed by a **COUNTY** official who is a signatory to this **AGREEMENT** or by an individual designated in writing by one of these signatories.

8. If indirect costs are to be claimed, present to the **STATE** for its review and approval, a cost allocation plan prepared in accordance with applicable state and federal regulations and federal action transmittals pertaining thereto. The **STATE** will review the plan for compliance with federal directives and state regulations, advise the **COUNTY** regarding any area of possible non-compliance, and make reimbursement on the basis of an approved plan. Upon approval, the **STATE** will reimburse the **COUNTY** at the approved rate for the applicable period. Reimbursement in either case will be subject to adjustment upon state or federal audit.
9. Obtain written approval from the **STATE** prior to incurring out-of-state travel expenses as specified in 13 CSR 30-3.010(3)(G). Prior approval for reimbursement is not required for any in-state training provided by the **STATE**, the federal child support agency, other child support organizations or the Missouri Office of Prosecuting Services (MOPS) bi-annual training conferences provided that attendance is specific to training or discussions related to the child support program. If the subject matter is determined to be sufficiently program related, the director of the Family Support Division (or his/her designee) will approve reimbursement at the current FFP rate. Reimbursement for any travel expense shall be subject to the limitations set by the **STATE** for its own employees.

10. Obtain written approval for participation from the **STATE** prior to purchasing, for use in carrying out this **AGREEMENT**, tangible personal property with an acquisition cost of \$500 or more per unit as specified in 13 CSR 30-3.010(50(D)).
11. Ensure that none of the amounts certified for use pursuant to this **AGREEMENT** are federal funds, with the exception of federal revenue-sharing funds, which are matchable.
12. Ensure that should any claimed expenditures for federal financial participation be subsequently disallowed by the Missouri State Auditor, by Department of Social Services' Auditors, or by the United States Department of Health and Human Services (DHHS), the **COUNTY** shall reimburse the **STATE** in the full amount of any such disallowance. The **STATE** may utilize subsequent claims for reimbursement and/or incentives under this or subsequent agreements to offset the disallowance. The repayment period shall not exceed twelve (12) months from the date of notification of the disallowance to the **COUNTY** by the **STATE** unless prior written approval to extend the repayment period is granted by the **STATE**.
13. Establish and implement procedures to ensure that every individual who, as a regular part of his or her employment, receives, disburses, handles, or has access to or control over funds collected pursuant to the **AGREEMENT** is covered by a bond in an amount sufficient to indemnify the **STATE** against loss resulting from employee dishonesty.
14. Establish and implement procedures, consistent with generally accepted accounting principles, to ensure that individuals responsible for handling cash receipts of support payments do not participate in accounting or operating functions that would permit them to conceal in the accounting records the misuse of support payment receipts.

15. Comply with the federal Single Audit Act of 1996 (A-133) by determining, on an annual basis, whether the **COUNTY** is mandated by the Act to fund an independent audit. If it is determined that the **COUNTY** is so mandated, a copy of such audit must be submitted to the **STATE**, specifically to the County Reimbursement Unit, Family Support Division, Department of Social Services, P. O. Box 2320, Jefferson City, MO 65102-2320, within 30 days of completion.
16. Use the MACSS exclusively in performing and maintaining automated IV-D case file and related IV-D information. The **COUNTY** understands that, prior approval notwithstanding, any costs incurred through the use or purchase of services, equipment or automated system equipment is not eligible for federal financial participation if, in the sole opinion of the **STATE**, such equipment duplicates services provided by the MACSS.
17. **COUNTY** certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The **COUNTY** further agrees that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Labor. By signing this **AGREEMENT**, **COUNTY** certifies the language in Paragraph L of this document.
18. The **COUNTY** has ownership of all computer hardware, including, but not limited to PC's, printers, desktops, monitors, hubs, servers, uninterruptible power supplies, and tape drives. The **COUNTY** shall be responsible for providing maintenance, repair and/or replacement of the above mentioned hardware. Any replacement equipment shall meet the minimum

Department of Social Services' requirements. The **STATE** strongly recommends the **COUNTY** leases or purchases computer equipment from a vendor utilized by the Department of Social Services, so that adequate support to the **COUNTY** can be provided by the **STATE**. If the **COUNTY** chooses not to utilize said vendor, the **COUNTY** recognizes the support of this equipment may be limited. In order to be eligible for reimbursement by the **STATE**, the **COUNTY** shall request approval from the **STATE** in accordance with paragraphs B.7 and B.10 of this **AGREEMENT**.

19. Safeguard and hold confidential information found in MACSS per the policies of the **STATE**. Ensure that the appropriate employees have access to MACSS, and upon termination, that access must be terminated. It is not permissible for circuit clerk and prosecuting attorney staff to share assigned passwords with anyone. It is not permissible for circuit clerk or prosecuting attorney staff to sign on with his or her own ID and password with the intent to allow another person access to the system. Violation of the confidentiality policy by an employee must result in appropriate disciplinary action.
20. Failure to comply with the terms of this agreement will result in the following action by the **STATE**: 1) The **STATE** will request a corrective action plan from the county within 30 days of notice by the **STATE**, which shall include the reasons for the deficiency and the plans for achieving compliance, 2) If the **COUNTY** fails to satisfactorily meet the corrective action plan and remains out of compliance with the terms of this agreement after two years of corrective action, continued non-compliance may result in the termination of the cooperative agreement.

C. The COUNTY, through the OFFICE OF THE PROSECUTING ATTORNEY shall:

1. As a Level B County, the Prosecuting Attorney accepts referrals from all FSD offices and transfers from the Columbia FSD office. The cases transferred from the Columbia FSD office will be referenced in this agreement as "Boone County Prosecuting Attorney cases".
2. On Boone County Prosecuting Attorney cases, enforce all county judicial and administrative support orders owed to the state under an assignment of support rights or owed to a custodial parent who has requested services.
3. On Boone County Prosecuting Attorney cases, take all appropriate action pursuant to Chapters 210, 452 and 454 RSMo, within the times specified in 13 CSR 30-2.010. In the event that federal law or regulations require the **STATE** to meet stricter time requirements than those specified in 13 CSR 30-2.010 for any case action or outcome, this agreement shall require the Prosecuting Attorney to also meet the stricter federal requirements for the same case action or outcome upon notification of the change(s) in federal requirements by the **STATE**.
4. On Boone County Prosecuting Attorney cases, using procedures established by the **STATE**, secure medical support information, report same to the Division of Medical Services, and enforce medical support obligations in accordance with Section 454.600 et. seq., RSMo, 45 CFR 302.80, and fully comply with federal audit requirements. Using procedures established by the **STATE**, identify and refer in a format and in timeframes specified by the **STATE**, cases meeting the specified criteria for referral to a private contractor for assistance with establishment and enforcement of child support cases.

5. On Boone County Prosecuting Attorney cases, conduct location activities and refer appropriate cases to the Missouri State Parent Locator Service in full compliance with federal audit requirements.
6. On Boone County Prosecuting Attorney cases, safeguard the confidentiality of information concerning applicants or recipients of child support enforcement services, as required by 45 CFR 303.21 and Section 454.440.9 RSMo. Information provided to the **COUNTY** by the **STATE** shall be used in furtherance of the activities set forth in this **AGREEMENT** and for no other purpose. If a case is designated as a confidential case due to criteria outlined in the FSD procedural manual, the case cannot remain in the same office in which the associated employee works. It must be transferred to the nearest Level A/B office.
7. On Boone County Prosecuting Attorney cases, after the initial judicial action has been taken, and it is the belief that the non-custodial parent will cooperate with the Parent's Fair Share program, the Prosecuting Attorney may refer non-custodial parents, who are unable to meet their support obligations due to unemployment or underemployment, to the Parent's Fair Share Program operated by the state.
8. On referred cases, cooperate in establishing and enforcing support obligations at the request of the IV-D agency of any other state as follows:
 - a. Upon receipt of a referral from the Interstate Collections Unit, litigate or prosecute any action necessary to secure support for an out-of-state IV-D agency or non-TANF applicant, including, but not limited to, civil contempt proceedings, actions to establish paternity.

9. Upon receipt of referrals to the Prosecutor's office, assume responsibility to establish orders and to enforce existing administrative or judicial orders.
 10. On referred cases, obtain a court order for support using appropriate civil proceeding. This shall include the establishment of paternity pursuant to Sections 454.485, RSMo. Support amounts shall be established in conformance with 13 CSR 30-5.010. The office of the prosecuting attorney shall have authority to forgive or reduce the state debt to the same extent as **STATE** personnel.
 11. On referred cases, establish and enforce medical support obligations as required by Section 454.600 et. seq., RSMo.
 12. On referred cases, take all appropriate action pursuant to Chapters 210, 452 and 454 RSMo, on each case referred by the **STATE**, within the times specified in 13 CSR 30-2.010. In the event that federal law or regulations require the **STATE** to meet stricter time requirements than those specified in 13 CSR 30-2.010 for any case action or outcome, this **AGREEMENT** shall require the Prosecuting Attorney to also meet the stricter federal requirements for the same case action or outcome upon notification of the change(s) in federal requirements by the **STATE**
 13. On referred cases, such appropriate action shall include but not be limited to: filing co-respondent petitions when the custodial parent fails to cooperate in paternity actions where appropriate; pursue all arrears due the state in all cases, with or without the custodial parent's cooperation; and pursue all enforcement of referrals either criminally or civilly, whichever is appropriate.
-

14. If a referral is active, the Prosecuting Attorney will be solely responsible for all direct communication with the custodial parent, the non-custodial parent or his/her attorney, if ethically appropriate, and for providing any and all information requested by the **STATE** to respond to inquiries by other parties. At the request of the **STATE**, the Prosecuting Attorney shall provide all necessary information to the **STATE** in order to respond to case inquiries within five days of request. At the request of the **STATE**, the Prosecuting Attorney shall provide written response to constituent, legislative or other inquires, and provide a copy to the **STATE** within five days of request. For clarification purposes, the five (5) days of request timeframe is intended to address only situations where the FSD has received an inquiry from a legislator, the department or other external entities where the FSD is required to provide a formal response. The FSD will advise when requesting the information that it is in relation to such a request.
15. Use MACSS equipment to accept referrals from the **STATE**, record all child support activities deemed necessary by the **STATE**, and use said equipment to the extent necessary for the **STATE** to be able to determine whether or not the Prosecuting Attorney has complied with requirements of 13 CSR 30-2.010 solely by auditing MACSS case records. Only return referrals to the **STATE** to the office which currently has the case per the MACSS. Referrals will be returned to the **STATE** due to a lack of jurisdiction, a conflict of interest, through mutual agreement with the **STATE** or if no reasonable legal remedy is presently available. In addition, the **COUNTY** may reject a referral if the referral packet is incomplete and the **STATE** fails to provide the necessary information requested by the **COUNTY** within fourteen (14) days. If the **COUNTY** returns or rejects a referral for any

reason, that reason must be clearly documented in the MACSS diary. Referrals must be returned if requested by the **STATE**.

16. Notify the **STATE** or the referring jurisdiction of action taken on a case in conformance with 13 CSR 30-2.010(2)(C). This includes requests for status updates.
17. Referrals made by the **STATE** and accepted by the **COUNTY** for enforcement of existing orders must be retained and monitored by the Prosecuting Attorney for a period of not less than 6 months after initial judicial action is completed to ensure compliance with the court's order or any agreement entered into between the Prosecuting Attorney and obligor. In the event that the obligor has complied with the court's order for a period of 3 consecutive months, within the 6 month period, the **COUNTY** can, at the prosecuting attorney's discretion, end and return the referral. In the event that the obligor is not complying with the court's order it is the prosecutor's obligation to take subsequent action to enforce the order within the 6 month period. In situations where it is known that the obligor cannot make payments as ordered, due to circumstances beyond the obligor's control such as incarceration, disability, or the case is dismissed by the court, the **COUNTY** may end and return the referral. In other extenuating circumstances, the **COUNTY** in mutual agreement with the **STATE**, may end and return the referral. In all situations, where the **COUNTY** ends and returns the referral, the prosecutor must document the reason and appropriate information on the Case Diary in MACSS prior to closing and returning the referral.
18. On all cases, have access to all necessary information, which the **STATE** can provide. This information shall be subject to all relevant federal and state laws and regulations providing for s afeguarding of information. The information received in the execution of the child

support enforcement program shall be used only for the purposes enumerated in Section 454.440.9 RSMo.

19. On all cases, maintain individual (hard copy and electronic) case records adequate to permit evaluation of the progress of each case. Such records shall be maintained in strict compliance with 45 CFR 302.15 and 303.2 and shall include, at a minimum, the following:
 - a. original referral documents;
 - b. record of all contacts with parties to the action; and
 - c. record of all legal actions.

Such records will be made available to federal or state personnel for the purpose of conducting audits and reviews. At the discretion of the **STATE**, provide whatever documentation and/or information as is necessary to monitor performance.

20. Attend training courses that are identified as mandatory training for FSD staff. **COUNTY** office managers will attend and participate in regular scheduled meetings for FSD managers. Since **COUNTY** performance is included as part of the State of Missouri performance factors, the **COUNTY** employee's level of performance is expected to maintain minimal standards as the FSD offices.
21. Report to the **STATE** on a quarterly basis the number of felony charges filed and the number of misdemeanor charges filed under Section 568.040, RSMo, as well as the number of felony and misdemeanor convictions obtained. The **COUNTY** will submit the report in a format and manner specified by the **STATE**.
22. The Office of the Prosecuting Attorney shall have authority to forgive or reduce Unreimbursed Assistance paid by the **STATE** prior to the entry of an order for child

support to the same extent as **STATE** personnel. The Office of the Prosecuting Attorney shall not have the authority to forgive or reduce any arrearages, which have been assigned to the **STATE**.

23. The Prosecuting Attorney agrees that (s)he will not represent any interested party other than the Family Support Division in any matter referred to the Prosecuting Attorney's Office.

24. **COUNTY** understands and agrees that because their Prosecuting Attorney employees are not employees of the **STATE**, they are not covered under the State Legal Expense Fund, Section 105.711. RSMo (Supp. 2003). **COUNTY** further understands and agrees that the **STATE** cannot save and hold harmless or indemnify any Prosecuting Attorney employees against any liability arising under this **AGREEMENT**. Any liability insurance that the **COUNTY** deems necessary must be procured at their own expense as part of the cost of providing services under this **AGREEMENT**.

D. The **COUNTY**, through the Office of the **CIRCUIT COURT CLERK/ADMINISTRATOR** shall:

1. To the extent required by Chapters 452 and 454, use MACSS on all child support and/or spousal support cases. The Circuit Clerk/Administrator shall enter such information as is required for the state case registry.
2. Provide the Bureau of Vital Records of the Missouri Department of Health and Senior Services with certified copies of all orders establishing paternity with accompanying instructions to enter the name of the father in the birth records pursuant to Section 454.485

RSMo.

3. Comply with 45 CFR Section 304.50 in such a manner that the **STATE** meets its state plan requirements.
4. Respond to requests from FSD for copies, certified copies, and authenticated copies of orders within fourteen (14) days of receipt.

E. The **STATE** shall:

1. Refer appropriate IV-D cases to the Prosecuting Attorney for establishment, enforcement or modification.
2. Provide state and federal parent locator services to the **COUNTY**, pursuant to Section 454.440, RSMo.
3. Make accessible to the Prosecuting Attorney all necessary information that the agency can provide. This information shall be subject to all relevant federal and state law and regulations providing for safeguarding of information. The information received in the execution of the Child Support Enforcement Program shall be used only for the purposes enumerated in subsection 454.440.9, RSMo.
4. Reimburse the **COUNTY** pursuant to federal and state law and regulations, specifically 45 CFR 304.21, and 13 CSR 30-3.010, from funds received from the federal government and appropriated by the General Assembly at the current applicable rate for the actual allowable direct and indirect expenditures incurred in providing the services specified in the **AGREEMENT** and submitted to the **STATE** in compliance with instructions issued by the **STATE**. Such reimbursement to the **COUNTY** for IV-D personnel costs including fringe benefits shall not exceed the hourly rate (or computed equivalent) paid by the **COUNTY** for

non-IV-D public work (legal, clerical, administrative, or investigative) of equal responsibility. These reimbursements will in all cases be subject to adjustment at audit.

5. Reimburse the **COUNTY** for indirect costs based upon its cost allocation plan, as established under this **AGREEMENT**. A plan may be used on a provisional basis for a succeeding year. The **STATE** shall reimburse the **COUNTY** based upon the provision plan. A plan used provisionally shall be reconciled to actual cost no later than six (6) months from the close of the county fiscal year. These reimbursements will, in all cases, be subject to adjustment at audit.
6. Distribute incentive payments to the **COUNTY** pursuant to federal and state law and regulations, specifically Sections 454.405, RSMo; 45 CFR 303.52; 45CFR 304.12 and 13 CSR 30-9.010. The **COUNTY** may terminate this agreement upon sixty days written notice.
7. Authorize a representative in the prosecuting attorney's office to execute administrative process documents on behalf of the Director of the Family Support Division.
8. Maintain support payment records and through the Family Support Payment Center provide disbursement of support payments received from the **COUNTY** pursuant to state and federal law and regulation, specifically 45 CFR 302.15 and 45 CFR 302.51.
9. Upon filing with the Secretary of State any proposed rule or regulation that has an effect on a county or city that is a signatory to this agreement; notify each county or city so affected.
10. Provide MACSS and program training for county prosecuting attorney child support staff.
11. The **STATE** through the DSS information Systems and Technology Division (ISTD) shall provide USER IDs and passwords to prosecuting attorney staff needing access to State

applications within 5 working days of receipt of the request for such access submitted via the *On-Line Security Access Request* (DDP-137).

12. Respond to appropriate information inquiries from the Prosecuting Attorney within fourteen (14) days of receipt thereof.
13. The **STATE** will provide the Prosecuting Attorney or their designee the following information, in the same fashion and at the same time, as it is prepared and distributed to FSD personnel: FSD key personnel changes, statewide statistical data, annual federal audit compliance reports, MACSS changes, policy issued, all program related information distributed to the staff supervisors or managers of FSD.
14. The **STATE** will measure performance of the **COUNTY** based on pre-determined performance indicators. These indicators will be measured separately from the audit criteria.
15. The **STATE** will open all cases in the MACSS system.

GENERAL TERMS AND CONDITIONS

F. Nondiscrimination in Employment and Services:

The **COUNTY** agrees to comply with the 1964 Civil Rights Act, as amended; the Omnibus Reconciliation Act of 1981; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; and the Americans with Disabilities Act of 1990 and all other applicable federal and state laws which prohibit discrimination in the delivery of services on the basis of race, color,

national origin, age, sex, handicap or disability or religious beliefs. The **COUNTY** also agrees to comply with Public Law 100-690, the Omnibus Drug Initiative Act of 1988.

G. Duration and Modification of AGREEMENT:

1. This **AGREEMENT** shall be in effect from **July 1, 2007, through June 30, 2008.**

References to federal and state statutes and regulations incorporate such statutes and regulations herein, subject to amendment after the effective date of this **AGREEMENT**.

This **AGREEMENT** may be modified at any time in writing by the mutual consent of the parties. The **STATE** may terminate this agreement at any time in accordance with the provisions of Section 454.405, RSMo.

2. The parties to this **AGREEMENT** understand and agree that the Federal and State laws and regulations cited in this **AGREEMENT** are subject to change as a result of the enactment of Public Law 104-193. Further, the parties agree that any changes in Missouri law required by P.L. 104-193 will be binding on the parties.

H. Funding Limitation:

The funds available for use in this program are limited to monies received from the United States Department of Health and Human Services (DHHS) for operation of the Missouri State Plan for Child Support Enforcement under Title IV-D of the Social Security Act and are further limited by appropriation of the Missouri General Assembly. It is clearly understood by the parties to this **AGREEMENT**, therefore, that this **AGREEMENT** shall automatically terminate without penalty

if funds for the Child Support Enforcement Program are not appropriated by the Missouri General Assembly or if the program is not funded by DHHS.

I. Prosecutorial Discretion:

No provision of this **AGREEMENT** shall be construed to alter the statutory, constitutional, or common law powers and duties of the Prosecuting Attorney, including, but not limited to, the power to use his/her discretion in determining the course of action to be taken in a case.

J. Treatment of Assets:

Title to any equipment furnished by the **STATE** pursuant to this **AGREEMENT** shall remain in the **STATE**. Title to any equipment purchased by the **COUNTY** pursuant to this **AGREEMENT** shall vest in the **COUNTY**, subject to applicable federal regulations pertaining to usage and disposition.

K. Budget Estimates:

Total **COUNTY** expenditures during the period covered by this **AGREEMENT** are estimated at \$_____. This estimate is made to comply with 45 CFR 303.107 (d). It is understood by the parties that this estimate shall neither authorize nor limit any particular expenditure or level of expenditures. The **COUNTY** shall also comply with 13 CSR 30-9.010(4) which requires counties to submit an annual budget before the 1st day of July for the upcoming calendar year.

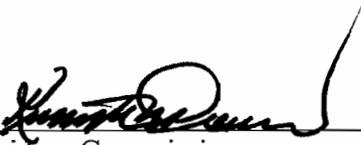
L. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion From

Lower Tier Covered Transactions:

1. **COUNTY** understands this certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants'-Responsibilities.
2. **COUNTY** certifies, by signing and submitting this **AGREEMENT**, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
3. Where **COUNTY** is unable to certify to any of the statements listed in L.2. above, it shall attach an explanation to this **AGREEMENT**.

IN WITNESS WHEREOF, THE COUNTY AND THE STATE EXECUTE THIS AGREEMENT:

For the County of Boone



Presiding Commissioner

Date

For the Family Support Division:



Director

Date

10-1-07



Prosecuting Attorney

Date

9-18-07



Clerk of the Circuit Court

Date

9.18.07



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the July Adjourned

Term. 20 07

In the County Commission of said county, on the

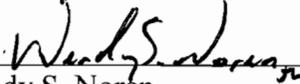
25th day of September 20 07

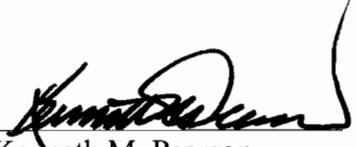
the following, among other proceedings, were had, viz:

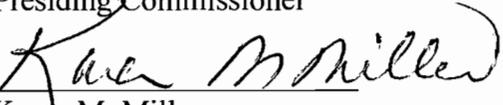
Now on this day the County Commission of the County of Boone does hereby authorize the use of the Courtyard Square on October 2, 2007 from 5:00 p.m. to 7:00 p.m. for a political rally for Obama for America.

Done this 25th day of September, 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

RECEIVED SEP 24 2007

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 as follows:

Description of Use: Speeches/Political Rally

Date(s) of Use: 10.2.07

Time of Use: From: 5:00 a.m. thru 7:00 a.m.

Facility requested: Courthouse Grounds - Courtyard Square - Chambers - Rm220 - Rm208 - Rm139 Centralia Clinic

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.
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: Obama for America

Organization Representative/Title: Glenn Rehn/Director, Students for Obama

Address/Phone Number: 404 N 10th St, Columbia, MO/309-269-7843

Date of Application: 9.24.2007

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. ... County Clerk

... County Commissioner

DATE: 9/25/07