

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 31<sup>st</sup> day of May 20 12

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

Now on this day the County Commission of the County of Boone does hereby award bid 20-02APR12 – Ready Mix Concrete Cement Term and Supply to Central Concrete and Columbia Ready Mix. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 31<sup>st</sup> day of May, 2012.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill

Presiding Commissioner

Karen M. Miller

Karen M. Miller  
District I Commissioner

Skip Elkin

Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Tyson Boldan**  
Buyer



613 E. Ash St, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Tyson Boldan  
DATE: April 23, 2012  
RE: 20-02APR12 – Ready Mix Concrete Cement Term and Supply

The bid for Ready Mix Concrete Cement Term and Supply closed on April 02, 2012. Two bids were received. Purchasing and the Public Works Department recommend primary award to Central Concrete and a secondary award to Columbia Ready Mix. This award structure provides the best option for the County in use, price, delivery, and suitability to purpose.

This is a term and supply contract and invoices will be paid from department 2040 – PW Maintenance Operations, account 26000 – Pavement Repair Materials. The budgeted amount for these services is \$250,000.00 for 2012. \$246,838.25 is left in the account.

Attached is the Bid Tabulation for your review.

ATT: Bid Tabulation

cc: Chet Dunn  
Bid File

# Boone County Purchasing

Tyson Boldan,  
Buyer



613 E. Ash St. Rm. 109  
Columbia, MO 65201  
(573) 886-4392  
(573) 886-4390

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TO: Chet Dunn  
Public Works – Road Management Superintendent

FROM: Tyson Boldan,  
Buyer

DATE: April 19, 2012

RE: Bid Award Recommendation – 20-02APR12 – Concrete/Cement Term and  
Supply

Attached is the bid tabulation for the two bid responses received for the above referenced bid. Please return this cover sheet with your recommendation by **fax to 886-4390** after you have completed the evaluation of this bid. If you have any questions, please call or e-mail me.

## DEPARTMENT REPLY:

**Please complete the following:**

Department Number: 2040

Account Number: 26000

Budgeted: \$ 250,000.00

- Dual award to both Central Concrete Co. and Columbia Ready Mix.
- Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).
- Recommend rejecting bid for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature: \_\_\_\_\_

Date: 4/28/12

20-02APR12 - Ready Mix  
Concrete/Cement - Term and  
Supply

BID TABULATION  
47 READY MIX CONCRETE

	Description	Unit of Measure	Estimated Quantity	COLUMBIA READY MIX		CENTRAL CONCRETE	
				Unit Price	Extended Price	Unit Price	Extended Price
4.7.1.	3500 PSI in 28 days (Five Bag Mix, minimum) without transportation	Cubic Yard	100	\$71.00	\$7,100.00	\$62.00	\$6,200.00
4.7.2.	4500 PSI in 28 days (Six Bag Mix, minimum) without transportation	Cubic Yard	600	\$76.00	\$45,600.00	\$64.50	\$38,700.00
4.7.3.	3500 PSI in 3 hours (8 Bag Mix, minimum - High Early) without transportation	Cubic Yard	100	NA		\$75.50	\$7,550.00
4.7.4.	Maximum Delivery Time Included in Cost	Hours		1.5			
4.7.5.	Transportation					\$27.00	
4.7.5.1.	Full Load Rate: > 3 CY/Full load	Full Load		\$26.00		\$27.00	
4.7.5.2.	Short Load Rate:						
4.7.5.2.1.	Less than one yard			\$50.00			
4.7.5.2.2.	1-1/4 to 2 Yards			\$50.00		\$27.00	
4.7.5.2.3.	2-1/4 to 3 Yards			\$50.00		\$27.00	
4.7.5.2.4.	Holding Charge			\$50 /HR		\$50.00	
4.7.5.3.	Stop Rate (charge to stop at other job sites to complete the delivery over site) (Bidder must complete the mileage blank)	Each		\$50 /STOP- 5 MILE APART		\$50 /STOP- 2 MILE APART	
4.7.6.	Extra Charges						
4.7.6.1.	Hot water; Winter Service - Add	Cubic Yard		\$6.00		\$5.00	
4.7.6.2.	Calcium Chloride, 1/4 % Add	Cubic Yard		\$1.25		\$1.00	
4.7.6.3.	Calcium Chloride, 1% Add	Cubic Yard		\$2.50		\$2.00	
4.7.6.4.	Calcium Chloride, 2% Add	Cubic Yard		\$5.00		\$4.00	
4.7.6.5.	Retarder; Summer time Add	Cubic Yard		\$3.00		\$3.00	
4.7.6.6.	Indicate any additional						
	OVERTIME			\$50.00 /HR PER MAN			
	PLANT			\$150.00 /HR			
4.8.	PRICING - MISCELLANEOUS MATERIALS						
	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Price	Unit Price	Extended Price
4.8.1.	Reinforcing Steel Rod 1/2" X 20'	Each	400	\$7.75	\$3,100.00	\$7.20	\$2,880.00
4.8.2.	Wire Mesh, 10 ga. 6" x 6" mesh	Each	10	\$90.00	\$900.00		
4.8.3.	Expansion Board, 1/2" x 4" x 5'	Each	100	\$2.35	\$235.00	\$1.75	\$175.00
4.8.4.	Reinforcing Steel Rod, 3/8" x 20'	Each	200	\$8.50	\$1,700.00		
4.8.5.	Reinforcing Steel Rod, 3/4" x 20'	Each	200	NA			
4.8.6.	5" Loop Ties (5,000 per Roll)	Per Roll	5	\$55.00	\$275.00		
4.8.7.	7" Loop Ties (5,000 per Roll)	Per Roll	5	NA			
4.8.9.	9" Loop Ties (5,000 per Roll)	Per Roll	5	NA			
4.9.	Maximum % Increase 1st Renewal			5		3	
	Maximum % Increase 2nd Renewal			5		4	
4.11.	Delivery ARO			1 DAY		ON CALL	
4.12.	COOP (Yes or NO)			NO		NO	

**PURCHASE AGREEMENT  
FOR  
READY MIX CONCRETE/CEMENT TERM AND SUPPLY**

**THIS AGREEMENT** dated the 31 day of May 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Central Concrete Co.**, 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, the County of Boone Request for Bid for **Ready Mix Concrete/Cement Term and Supply**, bid number **20-02APR12**, any applicable addenda, and the Contractor's bid response dated **March 28, 2012** and executed by **Cooper C. Snyder** 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, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall be beginning on **May 01, 2012** and continuing through **April 30, 2013** 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. This agreement may be extended beyond the expiration date by order of the County 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.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

**4. Delivery** - Contractor agrees to deliver the items as specified within one day after receipt of order.

**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 monthly statements 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.

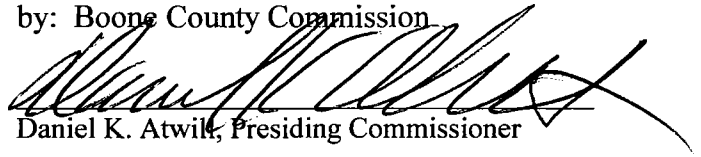
**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**CENTRAL CONCRETE COMPANY**

**BOONE COUNTY, MISSOURI**

by: Boone County Commission

by Logan C. Sydnor


  
Daniel K. Atwill, Presiding Commissioner

title President

address 2000 Dogwood Ln.

APPROVED AS TO FORM:

ATTEST:

  
County Counselor

Wendy S. Noren, CC  
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.)

Jane Pitchford by 10  
Signature

05/31/12  
Date

No Encumbrance Required  
2040/26000 Term/Supply  
Appropriation Account

**4. Response Form**

4.1. Company Name: Central Concrete Co.

4.2. Address: 2000 Dogwood Ln.

4.3. City/Zip: Columbia, Mo. 65201

4.4. Phone Number: 573.443.2426

4.5. Fax Number: 573.256.8258

4.6. Federal Tax ID: 43-1701454

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

**4.7. PRICING  
 READY MIX CONCRETE**

	Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Price
4.7.1.	3500 PSI in 28 days (Five Bag Mix, minimum) without transportation	Cubic Yard	\$ 62.00	100 cubic yards	\$ 6,200.00
4.7.2.	4500 PSI in 28 days (Six Bag Mix, minimum) without transportation	Cubic Yard	\$ 64.50	600 cubic yards	\$ 38,700.00
4.7.3.	3500 PSI in 3 hours (8 Bag Mix, minimum - High Early) without transportation	Cubic Yard	\$ 75.50	100 cubic yards	\$ 7,550.00
4.7.4.	<b>Maximum Delivery Time Included in Cost</b>	Hours			
4.7.5.	<b>Transportation</b>		\$ 27.00		
4.7.5.1.	<b>Full Load Rate: &gt; 3 CY/full load</b>	Full Load	\$ 27.00		
4.7.5.2.	<b>Short Load Rate:</b>				
4.7.5.2.1.	Less than one yard		\$	1 yd. Min.	
4.7.5.2.2.	1-1/4 to 2 Yards		\$ 27.00		
4.7.5.2.3.	2-1/4 to 3 Yards		\$ 27.00		
4.7.5.2.4.	Holding Charges		\$ 50.00		
4.7.5.3.	Stop Rate (charge to stop at other job sites to complete the delivery over <u>2</u> mile apart (Bidder must complete the mileage blank)	Each	\$ 50.00		
4.7.6.	<b>Extra Charges</b>				
4.7.6.1.	Hot water: Winter Service - Add	Cubic Yard	\$ 5.00		
4.7.6.2.	Calcium Chloride, 1/2 % Add	Cubic Yard	\$ 1.00		

4.7.6.3.	Calcium Chloride, 1% Add	Cubic Yard	\$ 2.00		
4.7.6.4.	Calcium Chloride, 2% Add	Cubic Yard	\$ 4.00		
4.7.6.5.	Retarder: Summertime - Add	Cubic Yard	\$ 3.00		
4.7.6.6.	Indicate any additional charges not included above.				
			\$		
			\$		
4.8.	<b>PRICING - MISCELLANEOUS MATERIALS</b>				
	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Estimated Quantity</b>	<b>Extended Price</b>
4.8.1.	Reinforcing Steel Rod 1/2 X 20'	Each	\$ 7.20	400	\$ 2,880.00
4.8.2.	Wire Mesh, 10 ga. 6" x 6" mesh	Each	\$	10	\$
4.8.3.	Expansion Board, 1/2" x 4" x 5'	Each	\$ 1.75	100	\$ 175.00
4.8.4.	Reinforcing Steel Rod, 5/8" x 20'	Each	\$	200	\$
4.8.5.	Reinforcing Steel Rod, 3/4" x 20'	Each	\$	200	\$
4.8.6.	5" Loop Ties (5,000 per Roll)	Per Roll	\$	5	\$
4.8.7.	7" Loop Ties (5,000 per Roll)	Per Roll	\$	5	\$
4.8.9.	9" Loop Ties (5,000 per Roll)	Per Roll	\$	5	\$

Maximum Percentage Increase for each potential renewal period:

4.9. 3 % 1<sup>st</sup> Renewal Period

4 % 2<sup>nd</sup> Renewal Period

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 the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

4.10.1. Authorized Representative (Sign By Hand):



4.10.2. Type or Print Signed Name:

Cooper C. Snyder

4.10.3. Today's Date: 3/28/12

4.11. Delivery Days After Receipt of Order: On-Call

4.12. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

           Yes                        x   No



**WORK AUTHORIZATION CERTIFICATION  
PURSUANT TO 285.530 RSMo  
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of Boone )  
State of Missouri )ss )

My name is Cooper Snyder. I am an authorized agent of Central Concrete Co.  
\_\_\_\_\_(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Cooper Snyder 3/28/12  
Affiant Date

Cooper Snyder  
Printed Name

Subscribed and sworn to before me this 28 day of March, 2012

Jenna M. Reynolds  
Notary Public

JENNA M. REYNOLDS  
Notary Public - Notary Seal  
STATE OF MISSOURI  
County of Boone  
My Commission Expires 2/5/2016  
Commission # 12300022

Company ID Number: 235525

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Central Concrete (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

Company ID Number: 235525

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

**To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.**

Employer	
Name (Please Type or Print)	Title
<i>Elizabeth Snyder</i>	<i>CEO</i>
Signature	Date
<i>Elizabeth Snyder</i>	<i>4-2-12</i>
Department of Homeland Security - Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Company ID Number: 235525

### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name:	Central Concrete Co.
Company Facility Address:	2000 Dogwood Lane Columbia Mo 65201
Company Alternate Address:	P.O. Box 1348 Columbia Mo 65205
County or Parish:	Boone
Employer Identification Number:	43 - 170 1454
North American Industry Classification Systems Code:	3257
Administrator:	Elizabeth Snyder
Number of Employees:	28
Number of Sites Verified for:	3

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

State	Number of sites	Site(s)
Missouri	3	Columbia, Moberly, Korksville

Company ID Number: 235525

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name:	Elizabeth Snyder
Telephone Number:	(573) 443-2426
Fax Number:	(573) 256-8258
E-mail Address:	elizabethc.snyder@yahoo.com

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

(Please complete and return with Contract)

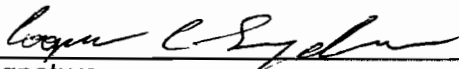
Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, 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.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Cooper C. Snyder - President  
Name and Title of Authorized Representative

  
Signature

3/28/12  
Date



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

## ***Request for Bid (RFB)***

***Tyson Boldan, Buyer***  
(573) 886-4392 – Fax: (573) 886-4390  
Email: [tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org)

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### ***Bid Data***

Bid Number: **20-02APR12**  
Commodity Title: **Ready Mix Concrete/Cement Term and Supply**

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

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

Day / Date: **MONDAY, APRIL 02, 2012**  
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash, Room 109  
Columbia, MO 65201**  
Directions: The Johnson Building is located on the Southeast corner at 7<sup>th</sup> Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available.

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### ***Bid Opening***

Day / Date: **MONDAY, APRIL 02, 2012**  
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**  
Location / Address: **Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash, Room 109**

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### ***Bid Contents***

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

## 1. **Introduction and General Conditions of Bidding**

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



**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing and delivery of **Ready Mix Concrete and Cement Products Term and Supply**.
- 2.2. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from **May 1, 2012 through April 30, 2013 and may be automatically renewed for up to an additional two (2)-years** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 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 six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 15 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.
- 2.5. **DESIGNEE** – Chet Dunn, Manager, Road Maintenance Operations, Boone County Public Works Department, 5551 Highway 63 South, Columbia, MO 65201. Phone (573) 449-8515.
- 2.5.1. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Tyson Boldan, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: [tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org).
- 2.6. **DELIVERY** - All items will be delivered to various locations within the County of Boone on an as needed basis and as determined by the Public Works department representative.

- 2.6.1. **Delivery Terms** - FOB Destination to various locations within the County of Boone - Missouri.
- 2.7. **PRICING** – Contract will be awarded on a firm price for the initial one-year contract period. Prices are subject to adjustment thereafter, effective on the renewal date and must remain firm through the end of the renewal period.
- 2.7.1. **Price Increase:** It shall be the responsibility of the Contractor to notify the County sixty (60) days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- 2.7.2. The County reserves the right to award to more than one (1) supplier. The Boone County Public Works department will purchase products from the plant offering the most competitive pricing as determined by the transportation cost and/or unit price per cubic yard as bid by vendor. Boone County will evaluate the total cost from each plant and will purchase Ready Mix Concrete/Cement from the source that constitutes the most economical purchase for the delivery site (as determined by Boone County).
- 2.7.3. The County reserves the right at all times to obtain materials from the Bidder submitting the next lowest bid in the event the awarded Contractor is unable to supply and/or haul material when and as needed by the County. Each Bidder submitting a bid agrees it will supply and/or haul Ready Mix Concrete/Cement at the prices indicated in its bid in the event of such contingency. The County will award a primary contractor and may also award secondary contractors.
- 2.7.4. **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.
- 2.7.5. **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 \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 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.
- 2.7.6. **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.

- 2.7.7. **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.
- 2.7.8. **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.
- 2.7.9. **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.

**3. Response Presentation and Review**

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

**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  
READY MIX CONCRETE**

	Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Price
4.7.1.	3500 PSI in 28 days (Five Bag Mix, minimum) <b>without transportation</b>	Cubic Yard	\$	100 cubic yards	\$
4.7.2.	4500 PSI in 28 days (Six Bag Mix, minimum) <b>without transportation</b>	Cubic Yard	\$	600 cubic yards	\$
4.7.3.	3500 PSI in 3 hours (8 Bag Mix, minimum - High Early) <b>without transportation</b>	Cubic Yard	\$	100 cubic yards	\$
4.7.4.	<b>Maximum Delivery Time Included in Cost</b>	Hours			
4.7.5.	<b>Transportation</b>				
4.7.5.1.	<b>Full Load Rate: &gt; 3 CY/full load</b>	Full Load	\$		
4.7.5.2.	<b>Short Load Rate:</b>				
4.7.5.2.1.	Less than one yard		\$		
4.7.5.2.2.	1-1/4 to 2 Yards		\$		
4.7.5.2.3.	2-1/4 to 3 Yards		\$		
4.7.5.2.4.	Holding Charges		\$		
4.7.5.3.	Stop Rate (charge to stop at other job sites to complete the delivery over _____ mile apart (Bidder must complete the mileage blank)	Each	\$		
4.7.6.	<b>Extra Charges</b>				
4.7.6.1.	Hot water: Winter Service - Add	Cubic Yard	\$		
4.7.6.2.	Calcium Chloride, 1/2 % Add	Cubic Yard	\$		

4.7.6.3.	Calcium Chloride, 1% Add	Cubic Yard	\$		
4.7.6.4.	Calcium Chloride, 2% Add	Cubic Yard	\$		
4.7.6.5.	Retarder: Summertime - Add	Cubic Yard	\$		
4.7.6.6.	Indicate any additional charges not included above.				
			\$		
			\$		
4.8.	<b><u>PRICING - MISCELLANEOUS MATERIALS</u></b>				
	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Estimated Quantity</b>	<b>Extended Price</b>
4.8.1.	Reinforcing Steel Rod 1/2 X 20'	Each	\$	400	\$
4.8.2.	Wire Mesh, 10 ga. 6" x 6" mesh	Each	\$	10	\$
4.8.3.	Expansion Board, 1/2" x 4" x 5'	Each	\$	100	\$
4.8.4.	Reinforcing Steel Rod, 5/8" x 20'	Each	\$	200	\$
4.8.5.	Reinforcing Steel Rod, 3/4" x 20'	Each	\$	200	\$
4.8.6.	5" Loop Ties (5,000 per Roll)	Per Roll	\$	5	\$
4.8.7.	7" Loop Ties (5,000 per Roll)	Per Roll	\$	5	\$
4.8.9.	9" Loop Ties (5,000 per Roll)	Per Roll	\$	5	\$

Maximum Percentage Increase for each potential renewal period:

4.9. \_\_\_\_\_ % 1<sup>st</sup> Renewal Period

\_\_\_\_\_ % 2<sup>nd</sup> Renewal Period

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 the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

4.10.1. Authorized Representative (Sign By Hand):

\_\_\_\_\_

4.10.2. Type or Print Signed Name:

\_\_\_\_\_

4.10.3. Today's Date: \_\_\_\_\_

4.11. Delivery Days After Receipt of Order: \_\_\_\_\_

4.12. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

\_\_\_\_\_ Yes \_\_\_\_\_ No





**Director**

**Columbia, MO 65201**

**Phone:(573) 886-4391**

**Fax: (573) 886-4390**

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**INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549**

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

[http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm)

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the E-Verify Memorandum of Understanding that you completed when enrolling.** The link for that form is:

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>



## CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- \_\_\_\_\_ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_\_ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- \_\_\_\_\_ 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

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

**(Please complete and return with Contract)**

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, 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.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Name and Title of Authorized Representative

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Signature

---

Date



## Standard Terms and Conditions

**Boone County Purchasing**

613 E. Ash, Room 109

Columbia, MO 65201

**Tyson Boldan, Buyer**

Phone: (573) 886-4391 – Fax: (573) 886-4390

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1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may 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 or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.

14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



**Boone County Purchasing**  
613 E. Ash, Room 109  
Columbia, MO 65201

***“No Bid” Response Form***

Tyson Boldan, Buyer  
(573) 886-4391 – 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: 20-02APR12 – Ready Mix Concrete Cement Term and Supply**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not bidding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 20-02APR12 – Ready Mix Concrete/Cement Term and Supply**

**ADDENDUM #1 - Issued April 2, 2012**

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in 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 *Response Form*.

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

**Change the Bid due Date and Bid opening date to 1:30 P.M., Monday, April 09, 2012.**

By:

  
**Tyson Boldan**  
**Buyer**

OFFEROR has examined copy of Addendum #1 to Request for Bid # 20-02APR12 - Ready Mix Concrete/Cement Term and Supply, receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_

**PURCHASE AGREEMENT  
FOR  
READY MIX CONCRETE/CEMENT TERM AND SUPPLY**

**THIS AGREEMENT** dated the 30<sup>th</sup> day of April 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Con-Agg of MO, LLC dba Columbia Ready Mix**, 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, the County of Boone Request for Bid for **Ready Mix Concrete/Cement Term and Supply**, bid number **20-02APR12**, any applicable addenda, and the Contractor's bid response dated **March 20, 2012** and executed by **Craig Kellmann** 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, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall be beginning on **May 01, 2012** and continuing through **April 30, 2013** 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. This agreement may be extended beyond the expiration date by order of the County 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.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

**4. Delivery** - Contractor agrees to deliver the items as specified within one day after receipt of order.

**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 monthly statements 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.

**COLUMBIA READY MIX**

by *CRK* CRAIG Kellman  
title Sales Representative  
address 2604 N STADIUM  
Columbia, MO 65202

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
*Daniel K. Atwill*  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

*J. Blower*  
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.)

*Jane Pitchford* by *jj* 05/31/12 2040/26000 Term/Supply  
Signature Date Appropriation Account No Encumbrance Required



4. Response Form

- 4.1. Company Name: ConAgg of MO, LLC dba Columbia Ready Mix
- 4.2. Address: 2600 N STADIUM BLVD
- 4.3. City/Zip: Columbia, MO 65202
- 4.4. Phone Number: 573-446-0919
- 4.5. Fax Number: 573-446-0613
- 4.6. Federal Tax ID: 43-1765061
- 4.6.1. ( ) Corporation
- ( ) Partnership - Name \_\_\_\_\_
- ( ) Individual/Proprietorship - Individual Name \_\_\_\_\_
- (X) Other (Specify) LLC

4.7. PRICING  
READY MIX CONCRETE

	Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Price
4.7.1.	3500 PSI in 28 days (Five Bag Mix, minimum) <b>without transportation</b>	Cubic Yard	\$ 71 <sup>00</sup>	100 cubic yards	\$ 7,100 <sup>00</sup>
4.7.2.	4500 PSI in 28 days (Six Bag Mix, minimum) <b>without transportation</b>	Cubic Yard	\$ 76 <sup>00</sup>	600 cubic yards	\$ 45,600 <sup>00</sup>
4.7.3.	3500 PSI in 3 hours (8 Bag Mix, minimum - High Early) <b>without transportation</b>	Cubic Yard	\$ N/A	100 cubic yards	\$
4.7.4.	<b>Maximum Delivery Time Included in Cost</b>	Hours	1.5		
4.7.5.	<b>Transportation</b>				
4.7.5.1.	<b>Full Load Rate: &gt; 3 CY/full load</b>	Full Load	\$ 26 <sup>00</sup>		
4.7.5.2.	<b>Short Load Rate:</b>				
4.7.5.2.1.	Less than one yard		\$ 50 <sup>00</sup>		
4.7.5.2.2.	1-1/4 to 2 Yards		\$ 50 <sup>00</sup>		
4.7.5.2.3.	2-1/4 to 3 Yards		\$ 50 <sup>00</sup>		
4.7.5.2.4.	Holding Charges		\$ 50 <sup>00</sup> /hr		
4.7.5.3.	Stop Rate (charge to stop at other job sites to complete the delivery over <u>5</u> mile apart (Bidder must complete the mileage blank)	Each	\$ 50 <sup>00</sup> /stop		
4.7.6.	<b>Extra Charges</b>				
4.7.6.1.	Hot water: Winter Service - Add	Cubic Yard	\$ 6 <sup>00</sup>		
4.7.6.2.	Calcium Chloride, 1/2 % Add	Cubic Yard	\$ 1 <sup>25</sup>		



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 20-02APR12 – Ready Mix Concrete/Cement Term and Supply**

**ADDENDUM #1 - Issued April 2, 2012**


This addendum is issued in accordance with the Introduction and General Conditions of Bidding in 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 *Response Form*.

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

**Change the Bid due Date and Bid opening date to 1:30 P.M., Monday, April 09, 2012.**

By:   
**Tyson Boldan**  
**Buyer**

OFFEROR has examined copy of Addendum #1 to Request for Bid # **20-02APR12 - Ready Mix Concrete/Cement Term and Supply**, receipt of which is hereby acknowledged:

Company Name: Con Agg of Mo, LLC - dba Boone Quarries  
Address: 2604 N STADIUM BLVD  
COLUMBIA, MO 65202  
Phone Number: 573-446-0905 Fax Number: 573-446-0613  
Authorized Representative Signature:  Date: 4/5/12  
Authorized Representative Printed Name: CRAIG Kellmann



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

## ***Request for Bid (RFB)***

***Tyson Boldan, Buyer***  
(573) 886-4392 – Fax: (573) 886-4390  
Email: [tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org)

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### ***Bid Data***

Bid Number: **20-02APR12**  
Commodity Title: **Ready Mix Concrete/Cement Term and Supply**

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

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

Day / Date: **MONDAY, APRIL 02, 2012**  
Time: **10:30 A.M.** (Bids received after this time will be returned unopened)  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash, Room 109  
Columbia, MO 65201**  
Directions: The Johnson Building is located on the Southeast corner at 7<sup>th</sup> Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available.

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### ***Bid Opening***

Day / Date: **MONDAY, APRIL 02, 2012**  
Time: **10:30 A.M.** (Bids received after this time will be returned unopened)  
Location / Address: **Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash, Room 109**

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### ***Bid Contents***

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

**1. Introduction and General Conditions of Bidding**

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

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing and delivery of **Ready Mix Concrete and Cement Products Term and Supply.**
- 2.2. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from **May 1, 2012 through April 30, 2013 and may be automatically renewed for up to an additional two (2)-years** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 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 six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 15 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.
- 2.5. **DESIGNEE** – Chet Dunn, Manager, Road Maintenance Operations, Boone County Public Works Department, 5551 Highway 63 South, Columbia, MO 65201. Phone (573) 449-8515.
- 2.5.1. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Tyson Boldan, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: [tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org).
- 2.6. **DELIVERY** - All items will be delivered to various locations within the County of Boone on an as needed basis and as determined by the Public Works department representative.

- 2.6.1. **Delivery Terms** - FOB Destination to various locations within the County of Boone - Missouri.
- 2.7. **PRICING** – Contract will be awarded on a firm price for the initial one-year contract period. Prices are subject to adjustment thereafter, effective on the renewal date and must remain firm through the end of the renewal period.
- 2.7.1. **Price Increase:** It shall be the responsibility of the Contractor to notify the County sixty (60) days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- 2.7.2. The County reserves the right to award to more than one (1) supplier. The Boone County Public Works department will purchase products from the plant offering the most competitive pricing as determined by the transportation cost and/or unit price per cubic yard as bid by vendor. Boone County will evaluate the total cost from each plant and will purchase Ready Mix Concrete/Cement from the source that constitutes the most economical purchase for the delivery site (as determined by Boone County).
- 2.7.3. The County reserves the right at all times to obtain materials from the Bidder submitting the next lowest bid in the event the awarded Contractor is unable to supply and/or haul material when and as needed by the County. Each Bidder submitting a bid agrees it will supply and/or haul Ready Mix Concrete/Cement at the prices indicated in its bid in the event of such contingency. The County will award a primary contractor and may also award secondary contractors.
- 2.7.4. **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.
- 2.7.5. **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 \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 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.
- 2.7.6. **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.

- 2.7.7. **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.
- 2.7.8. **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.
- 2.7.9. **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.

**3. Response Presentation and Review**

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



**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  
READY MIX CONCRETE**

	Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Price
4.7.1.	3500 PSI in 28 days (Five Bag Mix, minimum) <b>without transportation</b>	Cubic Yard	\$	100 cubic yards	\$
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4.7.3.	3500 PSI in 3 hours (8 Bag Mix, minimum - High Early) <b>without transportation</b>	Cubic Yard	\$	100 cubic yards	\$
4.7.4.	<b>Maximum Delivery Time Included in Cost</b>	Hours			
4.7.5.	<b>Transportation</b>				
4.7.5.1.	<b>Full Load Rate: &gt; 3 CY/full load</b>	Full Load	\$		
4.7.5.2.	<b>Short Load Rate:</b>				
4.7.5.2.1.	Less than one yard		\$		
4.7.5.2.2.	1-1/4 to 2 Yards		\$		
4.7.5.2.3.	2-1/4 to 3 Yards		\$		
4.7.5.2.4.	Holding Charges		\$		
4.7.5.3.	Stop Rate (charge to stop at other job sites to complete the delivery over _____ mile apart (Bidder must complete the mileage blank)	Each	\$		
4.7.6.	<b>Extra Charges</b>				
4.7.6.1.	Hot water: Winter Service - Add	Cubic Yard	\$		
4.7.6.2.	Calcium Chloride, 1/2 % Add	Cubic Yard	\$		

4.7.6.3.	Calcium Chloride, 1% Add	Cubic Yard	\$		
4.7.6.4.	Calcium Chloride, 2% Add	Cubic Yard	\$		
4.7.6.5.	Retarder: Summertime - Add	Cubic Yard	\$		
4.7.6.6.	Indicate any additional charges not included above.				
			\$		
			\$		
4.8.	<b><u>PRICING - MISCELLANEOUS MATERIALS</u></b>				
	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Estimated Quantity</b>	<b>Extended Price</b>
4.8.1.	Reinforcing Steel Rod 1/2 X 20'	Each	\$	400	\$
4.8.2.	Wire Mesh, 10 ga. 6" x 6" mesh	Each	\$	10	\$
4.8.3.	Expansion Board, 1/2" x 4" x 5'	Each	\$	100	\$
4.8.4.	Reinforcing Steel Rod, 5/8" x 20'	Each	\$	200	\$
4.8.5.	Reinforcing Steel Rod, 3/4" x 20'	Each	\$	200	\$
4.8.6.	5" Loop Ties (5,000 per Roll)	Per Roll	\$	5	\$
4.8.7.	7" Loop Ties (5,000 per Roll)	Per Roll	\$	5	\$
4.8.9.	9" Loop Ties (5,000 per Roll)	Per Roll	\$	5	\$

Maximum Percentage Increase for each potential renewal period:

4.9. \_\_\_\_\_ % 1<sup>st</sup> Renewal Period

\_\_\_\_\_ % 2<sup>nd</sup> Renewal Period

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 the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

4.10.1. Authorized Representative (Sign By Hand):

\_\_\_\_\_

4.10.2. Type or Print Signed Name:

\_\_\_\_\_

4.10.3. Today's Date: \_\_\_\_\_

4.11. Delivery Days After Receipt of Order: \_\_\_\_\_

4.12. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

\_\_\_\_\_ Yes \_\_\_\_\_ No



**Director**



**Columbia, MO 65201**

**Phone:(573) 886-4391**

**Fax: (573) 886-4390**

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**INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549**

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

[http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm)

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the *E-Verify Memorandum of Understanding that you completed when enrolling.*** The link for that form is:

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

## CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- \_\_\_\_\_1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_\_2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- \_\_\_\_\_3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

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

**(Please complete and return with Contract)**

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, 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.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Name and Title of Authorized Representative

---

Signature

---

Date



## Standard Terms and Conditions

**Boone County Purchasing**

613 E. Ash, Room 109

Columbia, MO 65201

**Tyson Boldan, Buyer**

Phone: (573) 886-4391 – 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 may 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 or e-mail will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.

14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.





**Boone County Purchasing**  
613 E. Ash, Room 109  
Columbia, MO 65201

***“No Bid” Response Form***

Tyson Boldan, Buyer  
(573) 886-4391 – 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: 20-02APR12 – Ready Mix Concrete Cement Term and Supply**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not bidding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 20-02APR12 – Ready Mix Concrete/Cement Term and Supply**


**ADDENDUM #1 - Issued April 2, 2012**

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in 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 *Response Form*.

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

**Change the Bid due Date and Bid opening date to 1:30 P.M., Monday, April 09, 2012.**

By:

  
**Tyson Boldan**  
**Buyer**

OFFEROR has examined copy of Addendum #1 to Request for Bid # **20-02APR12 - Ready Mix Concrete/Cement Term and Supply**, receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 31<sup>st</sup> day of May 20 12

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 4305-4307 W Bethany Drive (parcel # 16-712-29-02-002.00 01).

Done this 31<sup>st</sup> day of May, 2012.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement        )  
      4305- 4307 Bethany Drive    )  
      Columbia, MO 65201         )  
  )

May Session  
April Adjourned  
Term 2012  
Commission Order No. 263-2012

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 31st day of May 2012, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: trash and junk on the premises.
4. The location of the public nuisance is as follows: 4305-4307 W Bethany Drive Lot 45 & W5' Lot 49 a/k/a parcel #'s 16-712-29-02-002.00 01 Section 29, Township 48, Range 13 as shown by deed book 2988 page 0032, Boone County
5. The specific violation of the Code is: trash and junk on the premises in violation of section 6.5 of the Code. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 26th day of March, 2012, to the property owner, occupant, and any other applicable interested persons.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County

Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

**Order For Abatement Chargeable As a Special Assessment To The Property**

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Boone County Clerk

4305-4307 Bethany Drive  
Pictures taken 4/19/12 by Kala Gunier



## ACTIVITY LOG

4305-4307 Bethany Drive

3/23/12	citizen complaint received
3/26/12	inspection conducted
3/26/12	notice sent via Certified Mail
3/30/12	Certified letter returned to Health Department: return to sender, unable to forward
4/19/12	reinspection conducted, pictures taken
4/20/12	reviewed assessors records – address changed – sent notice via Certified Mail to new address
4/23/12	notice signed for
5/2/12	reinspection conducted
5/16/12	hearing notice sent via First Class Mail



## HEARING NOTICE

Sherry Kay Barber  
2310 Windmill Court  
C/O Clarence Barber  
Columbia, MO 65202

An inspection of the property you own located at 4305-4307 W Bethany Drive (parcel # 16-712-29-02-002.00 01) was conducted on March 26, 2012 and revealed trash and junk on the premises. This condition is declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

**You are herewith notified that a hearing will be held before the County Commission on Thursday, May 31, 2012 at 1:30 PM in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri.** The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kala Gunier  
Environmental Health Specialist

MAY 16 2012

This notice deposited in the U.S. Mail, first class postage paid on the 16 day of May, 2012 by AM.





CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT  
DIVISION OF ENVIRONMENTAL HEALTH

**NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH  
HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT**

Sherry Kay Barber  
C/O Clarence Barber  
2310 Windmill Court  
Columbia, MO 65202

An inspection of the property you own located at 4305-4307 Bethany Drive (parcel # 16-712-29-02-002.00 01) was conducted on April 19, 2012 and revealed trash and junk in the back yard on the premises.

This condition is hereby declared to be a public nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered under this notice, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a special tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Kala Gunier  
Senior Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 20 day of April 2012 by SKB

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015  
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407  
www.GoColumbiaMo.com

**Parcel** 16-712-29-02-002.00 01 **Property Location** W 4305-4307 BETHANY DR  
 City . Road COUNTY ROAD DISTRICT (CO) School COLUMBIA (C1)  
 Library BOONE COUNTY (L1) Fire BOONE COUNTY (F1)

Owner BARBER SHERRY KAY  
 Address 2310 WINDMILL CT  
 Care Of C/O CLARENCE BARBER  
 City, State Zip COLUMBIA, MO 65202-1156

Subdivision Plat Book/Page 0010 0141  
 Section/Township/Range 29 48 13

Legal Description BELLVIEW ACRES BLK 2  
 LOT 48 & W5' LOT 49  
 Lot Size 90 x 120

Deed Book/Page 2988 0032 1788 0902

APR 20 2012

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	17,500	77,300	94,800	RI	3,325	14,687	18,012
Totals	17,500	77,300	94,800	Totals	3,325	14,687	18,012

Most Recent Tax Bill(s)

**Residence Description**

Year Built 1972 (Estimate)  
 Use DUPLEX (102)

Basement	FULL (4)	Attic	NONE (1)
Bedrooms	6	Main Area	1,782
Full Bath	2	Finished Basement Area	1,080
Half Bath	2		
Total Rooms	12	Total Square Feet	2,862

[www.ShowMeBoone.com](http://www.ShowMeBoone.com), Boone County, Missouri. 801 East Walnut Columbia, MO 65201 USA.

English

Customer Service

USPS Mobile

Register / Sign In



Search USPS.com or Track Packages

Quick Tools

Ship a Package

Send Mail

Manage Your Mail

Shop

Business Solutions

# Track & Confirm

GET EMAIL UPDATES

PRINT DETAILS

YOUR LABEL NUMBER

7011115000086645467

SERVICE

STATUS OF YOUR ITEM

DATE & TIME

LOCATION

FEATURES

Delivered

April 23, 2012, 1:28 pm

COLUMBIA, MO 65202

Certified Mail™

Notice Left

April 21, 2012, 10:55 am

COLUMBIA, MO 65202

Arrival at Unit

April 21, 2012, 7:18 am

COLUMBIA, MO 65201

Dispatched to Sort Facility

April 20, 2012, 6:23 pm

COLUMBIA, MO 65203

Acceptance

April 20, 2012, 5:32 pm

COLUMBIA, MO 65203

Available for Pickup

April 20, 2012, 5:27 pm

COLUMBIA, MO 65203

### Check on Another Item

What's your label (or receipt) number?

Find

#### LEGAL

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- Terms of Use >
- FOIA >
- No FEAR Act EEO Data >

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**OFFICIAL USPS**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	5.75

Postmark Here  
APR 20 2012  
USPS

70111 1150 0000 8664 5467

Sherry Kay Barber  
 C/O Clarence barber  
 2310 Windmill Court  
 Columbia, MO 65202

**Parcel** 16-712-29-02-002.00 01 **Property Location** W 4305-4307 BETHANY DR

City Road COUNTY ROAD DISTRICT (CO) School COLUMBIA (C1)  
Library BOONE COUNTY (L1) Fire BOONE COUNTY (F1)

Owner BARBER SHERRY KAY  
Address 4168 DOGWOOD DR  
City, State Zip STOVER, MO 65078-1831

Subdivision Plat Book/Page 0010 0141  
Section/Township/Range 29 48 13

Legal Description BELLVIEW ACRES BLK 2  
LOT 48 & W5' LOT 49  
Lot Size 90 x 120

Deed Book/Page 2988 0032 1788 0902

Current Appraised Current Assessed

Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	17,500	77,300	94,800	RI	3,325	14,687	18,012
Totals	17,500	77,300	94,800	Totals	3,325	14,687	18,012

**Residence Description**

Year Built 1972 (Estimate)  
Use DUPLEX (102)

Basement	FULL (4)	Attic	NONE (1)
Bedrooms	6	Main Area	1,782
Full Bath	2	Finished Basement Area	1,080
Half Bath	2		
Total Rooms	12	Total Square Feet	2,862

[www.ShowMeBoone.com](http://www.ShowMeBoone.com), Boone County, Missouri. 801 East Walnut Columbia, MO 65201 USA.

MAR 26 2012

MAR 26 2012



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT  
DIVISION OF ENVIRONMENTAL HEALTH

**NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH  
HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT**

Sherry Kay Barber  
4168 Dogwood Drive  
Stover, MO 65078

An inspection of the property you own located at 4305-4307 Bethany Drive (parcel # 16-712-29-02-002.00 01) was conducted on March 26, 2012 and revealed trash and junk on the premises.

This condition is hereby declared to be a public nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered under this notice, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a special tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Kala Gunier  
Senior Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 26 day of March 2012 by [Signature].

1005 W. Worley ♦ P.O. Box 6015 ♦ Columbia, Missouri 65205-6015  
Phone: (573) 874-7346 ♦ TTY: (573) 874-7356 ♦ Fax: (573) 817-6407  
[www.GoColumbiaMo.com](http://www.GoColumbiaMo.com)

Call ID . . . . . : 5224  
Customer ID . . . . :

Type information, press Enter.

Comment

michael wagner 636-236-1636 called about property  
4303 Bethany Drive. In the backyard dirty diapers  
pool left with water in it and all kinds of trash.  
note on the front of property states it has been  
winterized.

User ID

KKCASSID 3/23/12  
KKCASSID 3/23/12  
KKCASSID 3/23/12  
KKCASSID 3/23/12  
KKCASSID 3/23/12  
MAGUNIER  
MAGUNIER  
MAGUNIER  
MAGUNIER  
MAGUNIER  
MAGUNIER  
MAGUNIER

More...

F10=Display sequence F12=Cancel



Recorded In Boone County, Missouri  
Date and Time 07/21/2006 at 09:39:26 AM  
Instrument # 2006020029 Book 2988 Page 32  
Grantor TABER-KELLEY PROPERTIES LLC  
Grantee BARBER, SHERRY KAY

Instrument Type WD  
Recording Fee \$27.00 S  
No of Pages 2

*Bettie Johnson*  
Bettie Johnson, Recorder of Deeds



File Number: 218455

## GENERAL WARRANTY DEED

This Deed, Made and entered on July 14, 2006 by and between

Taber-Kelley Properties, L.L.C., a Missouri Limited Liability Company of the County of Boone, State of Missouri, Party or Parties of the First Part, GRANTOR, and

Sherry Kay Barber, a single person whose Mailing Address is 4305-4307 Bethany Dr., Columbia, MO, 65203 Party or Parties of Second Part, GRANTEE.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of BOONE and State of Missouri, to-wit:

Lot Forty-eight (48) and the West Five (5) feet of Lot Forty-nine (49) of Bellview Acres Block # Two (2) as shown by plat of said subdivision recorded in Plat Book 10, Page 141, records of Boone County, Missouri.

Also known as: 4305-4307 Bethany Dr., Columbia, MO, 65203

Subject to building lines, conditions, restrictions, and easements, and zoning regulations of record, if any.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

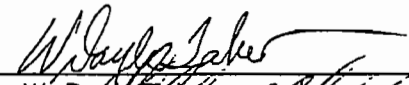
Boone County, Missouri  
Unofficial Document

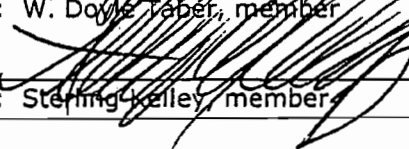
BOONE COUNTY MO JUL 2 1 2006

The said party or parties of the first part hereby covenanting that said party or parties and their heirs, executors and administrators of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2006 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party of the first part have hereunto set their hand or hands the day and year first above written.

Taber-Kelley Properties, L.L.C.

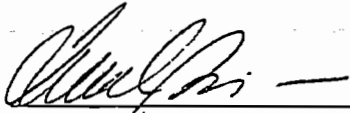
  
By: W. Doyle Taber, member

  
By: Sterling Kelley, member

STATE OF MISSOURI            )  
  )ss  
COUNTY OF BOONE            )

On July 14, 2006, before me appeared W. Doyle Taber and Sterling Kelley, to me personally known, who being by me duly sworn did say that they are the members of Taber-Kelley Properties, L.L.C., a Missouri Limited Liability Company, and that said instrument was signed on behalf of said Limited Liability Company, and said members acknowledged said instrument to be the free act and deed of said Limited Liability Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal in the County and State aforesaid, the day and year first above written.

  
\_\_\_\_\_  
Notary Public

My term expires: \_\_\_\_\_



TERESA D SINGLETON  
Monroe County  
My Commission Expires  
October 18, 2007



UTR

1405 W. WORLEY  
P.O. Box 6015  
COLUMBIA, MISSOURI 65205-6015



CITY OF COLUMBIA



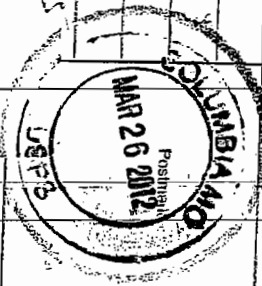
DEPART

Sherry Kay Barber  
4168 Dogwood Drive  
Stover, MO 65078

7011 1150 0000 8664 5306

US Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only, No Insurance Coverage Provided)

OFFICIAL USE



Postage \$  
Certified Fee  
Return Receipt Fee (Add-onment Required)  
Restricted Delivery Fee (Add-onment Required)



7011 1150 0000 8664 5306

652056015 652056015

NIXIE 631 DE 1 00 03/30/12  
RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD  
BC: 65205601515 \*2780-00903-26-37

COMPLETE THIS SECTION ON DELIVERY

A. Signature Sherry Kay Barber Agent  Addressee

B. Received by (Printed Name) Sherry Kay Barber C. Date of Delivery 3/26/12

D. Is delivery address different from item 1?  Yes  No

If YES, enter delivery address below:

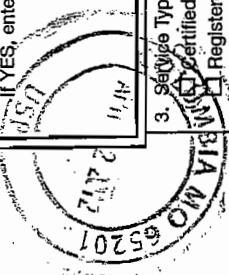
SENDER COMPLETE THIS SECTION

1. Article Addressed to:  
Sherry Kay Barber  
4168 Dogwood Drive  
Stover, MO 65078

2. Article Number (Transfer from service label) 7011 1150 0000 8664 5306

3. Service Type  
 Certified Mail  
 Registered  
 Insured Mail  
 Express Mail  
 Return Receipt for Merchandise  
 C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes  No



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 31<sup>st</sup> day of May 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the attached application entity road and bridge project funding application.

Done this 31<sup>st</sup> day of May, 2012.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner  
Karen M. Miller  
Karen M. Miller  
District I Commissioner  
Skip Elkin  
Skip Elkin  
District II Commissioner



# Application Entity<sup>1</sup> Road & Bridge Project Funding Application

(Established 5/31/2012)  
Boone County Resource Management

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<sup>1</sup> Application entities are: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport and Sturgeon.

# **Application Entity Road & Bridge Project** **Funding Application**

This Application package is intended implement Boone County's Road Revenue Distribution Policies, as adopted in Boone County Commission Order #294-2011, as the same pertains to Application Entities.<sup>2</sup> This is the Funding Application contemplated in Commission Order #294-2011.

As this program is financed by a sales tax specifically collected for road and bridge projects, repair and improvement of roads and bridges, or certain types of drainage structure projects, are the only allowable use of this money. Eligible projects include: bridges; roads; access; safety; traffic flow; and/or drainage structures. These funds are allocated on a competitive basis annually, depending on fund availability. Applications for Project Funding are reviewed by county staff and recommendations are forwarded to the County Commission. Staff will place emphasis on Applications that meet the project criteria characteristics listed below when submitting their recommendations. Final awards are made by the County Commission. No Application projects will be funded until the County budget for the fiscal year is adopted.

## **Project Criteria**

Projects will be considered for funding based upon the following criteria:

- Was the application turned in on time?
- What other Road & Bridge projects have been funded for the Applicant under this program?
- Was the prior year annual report information submitted in a timely fashion?
- Does the proposed project meet the eligibility requirements?
- Is the scope of project complete (has everything from beginning design to final construction been considered)?
- Can the project be completed within 12 to 18 months?
- Is the project ready for construction; is the design complete?
- Is the project estimate reasonable and accurate?
- Does the project facilitate the improvement of a shared municipal / county: street, intersection, bridge, guardrail system, drainage infrastructure, or regulatory sign?
- Does the project benefit the community as a whole and will it produce one or more of the following results:
  - 1) Traffic flow improvement?
  - 2) Bridge replacement or improvement?
  - 3) Reconstruction, repair or overlay of functionally deficient roadways, bridges, or intersections?
  - 4) Improve traffic safety or access?
  - 5) Drainage infrastructure improvement?

## **Project Applications**

- The Boone County Resource Management Department will send each participating municipality an Application Entity Road & Bridge Project Funding Application during the fourth quarter of each year, to be completed for the next fiscal year's consideration.

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<sup>2</sup> Application entities are: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport and Sturgeon.

- ❑ A separate application must be submitted for each proposed project.
- ❑ Completed applications must be received in the Resource Management Office by January 31 to be considered for funding in the current fiscal year. Applications received after this date will not be reviewed unless there is additional money available.
- ❑ The completed application must include the following information:
  - 1) A brief description of the project;
  - 2) A map showing the specific location of the project and the proximity to the municipal boundaries;
  - 3) Engineered plans if applicable;
  - 4) Detailed cost estimate;

NOTE – Have you also accounted for:

  - 5) Potential utility relocations?
  - 6) Acquisition of all necessary easements?

### **Project Administration**

- ❑ All projects will be administered solely by the receiving municipality. The Application Entity is responsible for obtaining all appropriate professional advice (legal, engineering, etc.) associated with the contemplated project.
- ❑ All work not performed by the municipality's own employees must be via contract(s) which complies with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the municipality in letting and carrying out contracts for public works and improvements.

### **Boone County Road & Bridge Improvement/Repair Cooperative Agreement**

- ❑ Cooperative Agreements for each project will be prepared by the County and will incorporate the Application for Funding.
- ❑ Each Cooperative Agreement must be approved and authorized by express action of the governing body of the municipality before the County Commission will approve it.
- ❑ Cooperative Agreements must be in place before any request for payment can be processed.

### **Reimbursement Requests and Project Accounting**

- ❑ The County will supply a reimbursement and accounting package to each entity with notification of an approved application. This package will include a Project Progress Report, which shall be used for all requests for payment.
- ❑ The Resource Management Department will create and maintain files for each approved application.
- ❑ Payments will be made on a project progress basis.
- ❑ Funds are disbursed not more than monthly upon receipt of a Project Progress Report accompanied by appropriate supporting documentation.
- ❑ If a project receives alternative financing, is abandoned, cancelled, or cannot be fully funded within the fiscal year during which the funding application contemplates the construction will take place, the County may terminate the Cooperative Agreement.
- ❑ A project will be considered abandoned if no Project Progress Report requesting a payment under the Cooperative Agreement is submitted within 12 months of the approved application or if there is a time lapse of more than 6 months between Project Progress Reports.

- Funds under this program may not be used for project planning or design except as an expressly submitted and approved project under the program criteria, and approved by the County Commission.
- All applicants will be notified in writing when their application has been approved or denied by the County Commission.

# **Boone County Road & Bridge Project Funding Application**

This is intended to serve as the Application for Funding contemplated to be used by Application Entities under the Road Revenue Distribution Policies adopted by the Boone County Commission in Commission Order #294-2011.

**Application Year:** \_\_\_\_\_

**Name of Entity:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Explanation of the project and resulting improvement:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Total Estimated Cost for Project:** \_\_\_\_\_

**Amount of assistance requested to Complete Project:** \_\_\_\_\_

**Other Funding Sources Available:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Will the project be completely funded for the applicable fiscal year?    Yes    No**  
**If no, please give a brief explanation.**  
\_\_\_\_\_  
\_\_\_\_\_

**Entity contact Person, address, and day time phone:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please return to Boone County Resource Management, Attn: Kelle Westcott, 801 E Walnut St. Rm. 315, Columbia, Missouri 65201 by January 31<sup>st</sup> to be considered for the current fiscal year's budget. Please attach any additional documentation, (maps, estimates, plans, etc.) that will aid in the review of your application.**

**Please DO NOT send or drop-off to any other office or location as this may result in a delay of the review of your application. First consideration will be given to applications received by the deadline.**

**PROJECT PROGRESS REPORT**

**AND**

**REQUEST FOR PAYMENT**

Instructions: Complete this form and return it along with applicable copies of invoices, entity checks, and/or other supporting documentation to: Boone County Resource Management Department, Attn: Kelle Westcott, 801 E. Walnut St. Rm. 315, Columbia, Missouri 65201 If you have questions about this form, please contact 573-886-4480.

Applicant: \_\_\_\_\_

Project Name: \_\_\_\_\_

Application Fiscal Year: \_\_\_\_\_

Project Start Date: \_\_\_\_\_

Has Project been completed? \_\_\_\_\_ If so, on what date: \_\_\_\_\_

Progress Payment \_\_\_\_\_ or Final Payment \_\_\_\_\_

Person to Contact for additional information and their phone number:

\_\_\_\_\_

Original amount of Sales Tax Application Distribution awarded:

(a) \_\_\_\_\_

Sales Tax Application Distribution Payments Received to date:

(b) \_\_\_\_\_

Balance Remaining on Sales Tax Application Distribution:

(c) \_\_\_\_\_

[Line (a) - line (b)]

Amount of Payment Requested at this time:

(d) \_\_\_\_\_

\_\_\_\_\_

I certify that (1) the project named above is under construction or completed as planned; (2) that the costs included above were incurred solely for the completion of this project; and (3) all applicable laws and regulations have been complied with in connection with this project.

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Printed Name and Title



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the

31<sup>st</sup>

day of

May

20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the contract between Boone Electric Cooperative and Boone County, Missouri for utility work. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 31<sup>st</sup> day of May, 2012.

ATTEST:

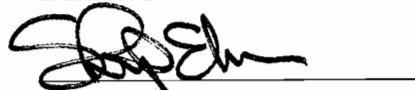
Wendy S. Noren cc  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

## UTILITY AGREEMENT – LUMP SUM

THIS AGREEMENT is entered into by Boone County, Missouri (hereinafter, "County") and Boone Electric Cooperative (hereinafter, "Company").

WITNESSETH:

WHEREAS, the "County" desires to replace/rehabilitate a certain roadway more specifically described as St. Charles Road/Lake of the Woods Road Intersection Improvements, in the vicinity of Columbia, Missouri. Said improvement is to be designed and constructed in compliance with Boone County, Missouri standards.

WHEREAS, in order to improve said roadway in accordance with said plans, it will be necessary to adjust certain facilities now located on private easement of the "Company" in order to maintain the present services of said "Company", such changes being generally shown as proposed relocation plan marked Exhibit "A", and estimate of cost marked Exhibit "B" attached hereto and each made a part hereof;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

(1) RELEASE: The "Company" grants to the "County" such right, title and interest which the "Company" may have in and to the right of way of said roadway, as specifically described in a separate, private utility easement.

(2) RELOCATION CORRIDOR: The "County" is in the process of acquiring a permanent utility easement for utilities to relocate to. The "Company" agrees to use the proposed utility easement.

(3) COMMENCEMENT AND COMPLETION OF WORK: After acquisition of the permanent utility easement, approval of the relocation plan and cost, and upon notification by the "County", the "Company" will commence, without unnecessary delay, to make changes to its facilities. The "Company" will actively pursue completion of the work to reach the earliest possible completion date and to minimize interference with the roadway contractor. The "Company" agrees to provide a written estimated time schedule of its planned work and a written notification to the "County's" engineer at least five (5) days prior to beginning the work. The submitted schedule shall show completion before or by thirty calendar days after the County's notice to proceed date. If the "Company" falls behind in its work schedule, it shall submit a revised work schedule to the "County's" engineer. The "Company" will make every effort to get back on schedule and complete its work. The "Company" has an affirmative duty to cooperate and coordinate its activities with those of the roadway contractor. The contractor has a contractual requirement to cooperate and coordinate its activity with the "Company" and other utility companies on this project.

(4) SUBCONTRACT: The "Company" intends to perform this work with a combination of its own forces and existing subcontractors of which they have active cost fixed contracts in place. A copy of the pricing contracts in place can be provided to the county upon request.

(5) CHANGE ORDER: If any substantial change is made in the original plan and extent of the work, the "Company" agrees that reimbursement shall be limited to costs covered by a supplemental agreement or change order prepared by the "County" engineer and having approval of the "County" PRIOR to the performance of the work.

(6) BACKFILL: The "Company" agrees to compact backfill of all excavation within the roadway right of way and utility easement limits in accordance with the Project Specifications and/or Chapter II of the Boone County, Missouri Roadway Regulations, or as approved by the "County's" engineer.

(7) CONDITION OF RIGHT OF WAY AND UTILITY EASEMENT: The "Company" shall preserve or restore all existing erosion control measures present and supplement as necessary to prevent sediment from leaving the construction site. Upon completion of the work provided in this Agreement, the "Company" shall remove all leftover materials and debris resulting from the work and leave the right of way and utility easement in a neat, workmanlike condition, free of holes, mounds of dirt, or other objectionable material. All disturbed areas shall be prepared, fertilized, permanently seeded and mulched in accordance with Chapter II of the Boone County, Missouri Roadway Regulations.

(8) SAFETY DEVICES: At all times when work is being performed by the "Company" under such conditions as will affect traffic on the public streets or roadways, "Company" will display warning signs, barricades, flags, lights and/or flares as circumstances may require and shall employ and use a flagger when required for safety of the traveling public, all in accordance with the standards set forth in the "Manual on Uniform Traffic Control Devices" (MUTCD).

(9) COST: The total cost of the utility work required for the roadway project is estimated to be \$412,624.08. (See estimate of cost attached as Exhibit "B").

The "County's" obligation toward the cost of the utility work under this Agreement shall be \$169,563.69, no more or no less, absent a supplement agreement or approved change order document properly executed by "County."

Payment shall be made by "County" to "Company" no more than monthly and will be based on the percentage completion of the project as determined by County staff. Payments will be made within thirty (30) days of receipt of an invoice from "Company" after the percentage work contemplated herein has been completed in accordance with the terms of any permits issued by "County." No retainage will be kept from the percentage completion payments; instead, the final payment shall not be issued until the project is certified as 100% complete by County staff.

(10) PERMIT REQUIREMENT: The "Company" shall obtain a permit from the Boone County Resource Management Department should any of the intended work be located on a "County" right of way prior to adjusting or relocating its property from, within, or onto the "County's" right of way. The permit shall be signed by an authorized "County" representative.

(11) "COUNTY" REPRESENTATIVE: The "County's" engineer is designated as the "County's" representative for the purpose of administering the provisions of this Agreement.

(12) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The "Company" shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(13) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Boone County, Missouri.

(14) ASSIGNMENT: The "Company" shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the "County".

(15) COOPERATION: When the "Company" relocation work is being done concurrent with the "County's" roadway contractor operation, the "Company" agrees to cooperate and coordinate its work to minimize disturbance to the roadway contractor or other utility companies working on the project.

(16) ROADWAY IMPROVEMENT INFORMATION: The "County" agrees to furnish the "Company" all necessary information on the roadway improvement in order to properly carry out the utility relocation. Known hazardous waste sites will be identified on the right of way.

(17) WORK CANCELED: If the "County" instructs the "Company" not to proceed with the work, the "County" shall reimburse the "Company" for the "County's" percentage share of the "Company" costs incurred prior to the date the work is canceled. The "Company" shall promptly return to the "County" any funds in excess of those actually incurred prior to the date the work is canceled.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

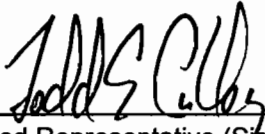
Executed by the "Company" this 22<sup>nd</sup> day of May, 2012.

Executed by the "County" this 31 day of May, 2012.

**"COMPANY"**

Boone Electric Cooperative

By:



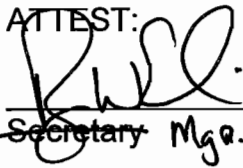
Authorized Representative (Signature)

Todd E. Culley

Authorized Representative (Print or Type)

Title: CEO + GM

ATTEST:



Secretary Mgr. of Engineering

**"COUNTY"**

Boone County, Missouri

By:



Daniel K. Atwill,  
Presiding Commissioner

ATTEST:

Wendy S. Noren cc  
Wendy Noren, County Clerk

Approved as to Legal Form:

  
CJ Dykhouse, County Counselor

**Certification**

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an encumbered balance to the credit of such appropriation sufficient to pay therefore.

Jane E. Pitchford 5/24/12 2645-71100  
Auditor by cy

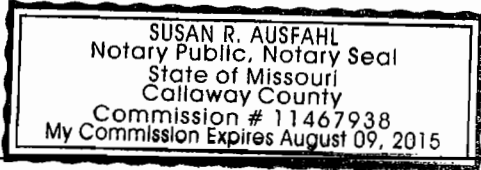
**ACKNOWLEDGMENT BY COMPANY**

STATE OF Missouri )  
COUNTY OF Callaway )      ss

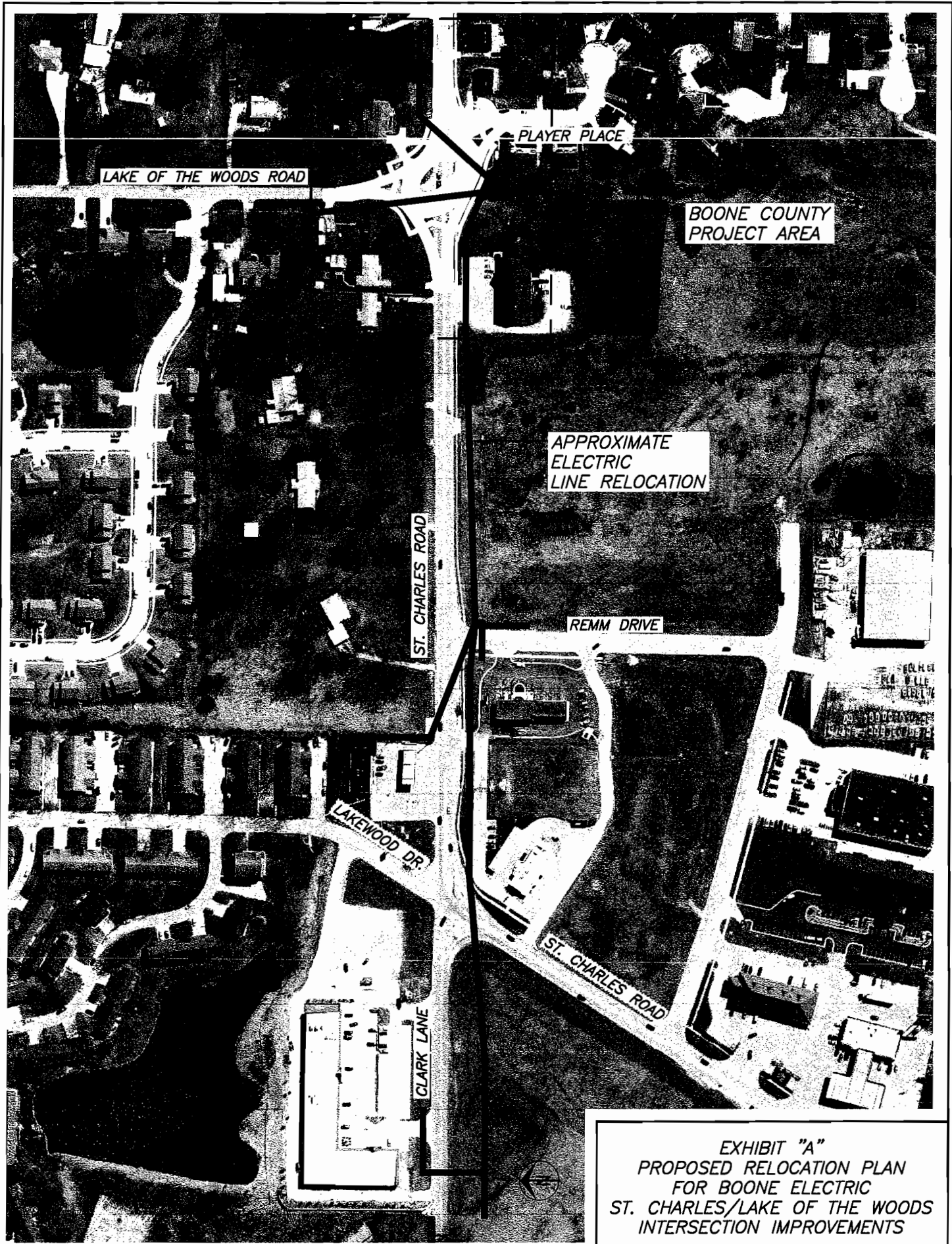
On this 22<sup>nd</sup> day of May, 2012, before me personally appeared Jodd E Culley known to me, who being by me duly sworn, did say that he/she is the Manager of Boone Electric Cooperative and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that he/she acknowledged said instrument to be the free act and deed of said corporation and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Susan R Ausfahl  
Notary Public



My Commission Expires: August 9, 2015



BOONE COUNTY  
PROJECT AREA

APPROXIMATE  
ELECTRIC  
LINE RELOCATION

EXHIBIT "A"  
PROPOSED RELOCATION PLAN  
FOR BOONE ELECTRIC  
ST. CHARLES/LAKE OF THE WOODS  
INTERSECTION IMPROVEMENTS

EXHIBIT "B"

Estimate of Cost

<b>Description</b>	<b>Qty</b>	<b>Ea</b>	<b>Total</b>
BEC Construction			\$77,997.31
750 MCM Underground Cable	15,525	\$7.36	\$114,264.00
1/0 ACSR Underground Cable	2,500	\$2.51	\$6,275.00
Miscellaneous Material	2	\$107.93	\$215.86
Switchgear 10T	1	\$25,000.00	\$25,000.00
Switchgear 9T	1	\$35,000.00	\$35,000.00
Underground Contractor Labor			\$111,346.00
BEC Retirement			\$40,525.91
OH Conductor Retirement	1	\$2,000.00	\$2,000.00
		<b>Total</b>	<b>\$ 412,624.08</b>