

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned Term. 20 07

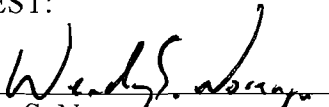
In the County Commission of said county, on the 11<sup>th</sup> day of October 20 07

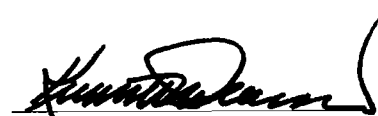
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 6006 E. Sharon Ln. in Columbia, Missouri.

Done this 11<sup>th</sup> day of October, 2007.

ATTEST:

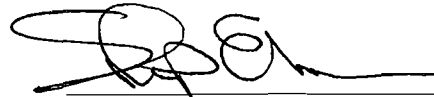
  
Wendy S. Noren  
Clerk of the County Commission



Kenneth M. Pearson  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned Term. 20 07

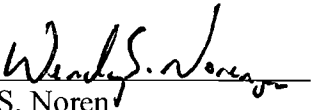
In the County Commission of said county, on the 11<sup>th</sup> day of October 20 07

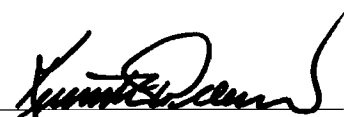
the following, among other proceedings, were had, viz:

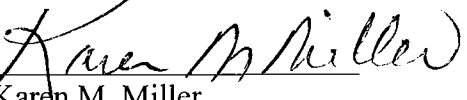
Now on this day the County Commission of the County of Boone does hereby award bid 87-05OCT07 – Telecommunications Equipment & Installation for the Non-Motorized Outreached Project to Centurytel. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.


Done this 11<sup>th</sup> day of October, 2007.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

**PURCHASE AGREEMENT FOR  
TELECOMMUNICATIONS EQUIPMENT & INSTALLATION FOR THE NON-  
MOTORIZED OUTREACH PROJECT**

**THIS AGREEMENT** dated the 11th day of October 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Centurytel**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the furnishing, delivery and installation of the telecommunications equipment for the Non-Motorized Outreach Project, bid number **87-05OCT07** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, Addendum #1, as well as the Contractor's bid response dated October 5, 2007 and executed by Michael Snell, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and Addendum #1 shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items identified and responded to in Section 2 of bid including the following:

|              |   |                   |
|--------------|---|-------------------|
| Item 4.7.1.  | CICS Combo Services Cartridge (1)                           | \$510.64          |
| Item 4.7.2.  | GATC2 CLID (1)  | \$533.48          |
| Item 4.7.3.  | T7208 Telephone Sets-Charcoal Grey (14)                     | \$2,190.86        |
| Item 4.7.4.  | T7316E Charcoal (1)   | \$181.49          |
| Item 4.7.5.  | CICS 7.1 w/CP100 (10 Mbx) US (1)                            | \$1,127.45        |
| Item 4.7.6.  | Voice Messaging Mailbox-1 (2)                               | \$114.98          |
| Item 4.7.7.  | Voice Messaging Mailboxes-4 (1)                             | \$205.16          |
| Item 4.7.8.  | Audio Conferencing Unit (1)                                 | \$533.19          |
| Item 4.7.9.  | Pro 700E UPS Minuteman 700VA 490W 120VAC, 6 Outlets (1)     | \$155.21          |
| Item 4.7.10. | Any miscellaneous equipment needed to complete installation | \$93.75           |
| Item 4.7.11. | Installation including items from addendum #1               | \$1,050.00        |
|              | <b>For a total cost of</b>                                  | <b>\$6,696.21</b> |

Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

All equipment listed above shall be covered by a three year warranty following equipment installation. The three year warranty price shall be billed following equipment installation for a total price of \$827.61.

3. **Delivery and Installation** - Contractor agrees to furnish, deliver and install the equipment per the bid specifications and as specified in the Contractor's bid response.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Commission, Attn: Karen Miller, and billings may only include the prices listed in the Contractor's bid response. No additional fees for

delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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



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

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

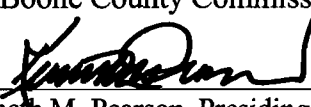
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

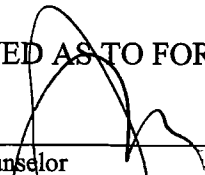
**CENTURYTEL**

by   
title 

**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

  
County Counselor

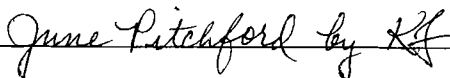
ATTEST:

  
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

1190/86500 - \$7,523.82

Signature  Date 10/11/2007 Appropriation Account

CONTRACT DOCUMENTS  
BOONE COUNTY, MISSOURI

10-05-07A09:44 RCVD

Request for Bid #87-05OCT07 Telecommunication Equipment for PedNet

ADDENDUM #1 - Issued October 4, 2007

This addendum is issued in accordance with the Introduction and General Conditions of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum MUST be acknowledged and submitted with Offeror's *Revised 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:

1. Replace *Response Form* of bid with the attached *Revised Response Form*.

By:



Heather Turner, CPPB  
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid # 87-05OCT07 Telecommunication Equipment for PedNet, receipt of which is hereby acknowledged:

Company Name: Centurytel

Address: 625 Chicago  
Columbia Mo 65205

Phone Number: 886 3898 Fax Number: 442 0221

Authorized Representative Signature: M. Snell Date: 10/9/07

Authorized Representative Printed Name: Michael Snell

**REVISED RESPONSE FORM**

**Since time is of the essence, faxed bids will be received. Fax to (573) 886-4390. Call (573) 886-4391 to confirm receipt of bid. Bid MUST be received by October 5, 2007, 10:30 a.m. Central Time.**

**4. Response Form** – If submitting by other than fax, submit your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number and the due date and time.

- 4.1 Company Name: CenturyTel of Missouri LLC
- 4.2 Address: 625 Cherry Street
- 4.3 City/Zip: Columbia MO 65201
- 4.4 Phone Number: 573-886-3898
- 4.5 Fax Number: 573-442-0221
- 4.6 Federal Tax ID: 720651161

**BID RESPONSE PRICING**

|         | BASE BID-EQUIPMENT AND INSTALLATION ONLY   | Unit Price | Extended Price | Warranty Per Year | Warranty x 3 years |
|---------|--|------------|----------------|-------------------|--------------------|
| 4.7.1.  | (1) - CICS Combo Services Cartridge  | \$ 510.64  | \$ 510.64      | \$ 25.89          | \$ 75.66           |
| 4.7.2.  | (1) - GATC2 CLID   | \$ 533.48  | \$ 533.48      | \$ 27.33          | \$ 82.00           |
| 4.7.3.  | (14) - T7208 Telephone Set - Charcoal Grey   | \$ 156.49  | \$ 2193.66     | \$ 108.23         | \$ 324.98          |
| 4.7.4.  | (1) - T7316E Charcoal  | \$ 181.49  | \$ 181.49      | \$ 8.96           | \$ 26.88           |
| 4.7.5.  | (1) - CICS 7.1 with CP100 (10Mbx) US   | \$ 1127.45 | \$ 1127.45     | \$ 55.67          | \$ 167.00          |
| 4.7.6.  | (2) - Voice Messaging Mailbox - 1  | \$ 57.49   | \$ 114.98      | \$ 5.68           | \$ 17.04           |
| 4.7.7.  | (1) - Voice Messaging Mailboxes - 4  | \$ 205.16  | \$ 205.16      | \$ 10.01          | \$ 30.04           |
| 4.7.8.  | (1) - Audio Conferencing Unit  | \$ 533.19  | \$ 533.19      | \$ 26.33          | \$ 79.00           |
| 4.7.9.  | (1) - Pro 700E UPS Minuteman 700VA 490W 120VAC, 6 Outlets  | \$ 155.21  | \$ 155.21      | \$ 7.67           | \$ 23.00           |
| 4.7.10. | Any miscellaneous equipment needed to complete installation  |            | \$ 93.75       |                   |                    |
| 4.7.11. | Installation-The following items shall be included in the installation pricing:<br>⇒ Pull (9) Data locations using CAT 5E blue PVC cable, including RJ 45jack and faceplate. Terminate switch end to County provided patch panel |            | \$ 1050.00     |                   |                    |

|         |  |    |                    |
|---------|--|----|--------------------|
|         | ⇒ Pull (11) Voice locations using CAT 5e white PVC cable, including RJ11 jack and faceplate. Terminate to vendor provided 66 block                 |    |                    |
|         | ⇒ Extend demark approx. 75ft using (2) CAT 5e white PVC cable to switch room and terminate   |    |                    |
|         | ⇒ Extend partially pulled existing cable consisting of (3) Voice and (3) Data approx 25 ft into the switch room and terminate.                     |    |                    |
| 4.7.12. | <b>TOTAL for all equipment and installation (4.7.1. through 4.7.11.)</b>   | \$ | <del>7468.81</del> |
| 4.7.13. | <b>Total for Three Years of Warranty/Maintenance</b>   |    | 6,696.21           |
| 4.7.14. | <b>Grand Total of all Equipment, Installation and Three Years of Maintenance</b>   | \$ | <del>8294.41</del> |
| 4.7.15. | Maximum Percentage Increase or Decrease per Year for Warranty/Maintenance Pricing at yearly adjustment period following initial three-year period. |    | 7523.82            |
|         |  |    | 15 %               |

4.8. List any deviations from bid specifications:

\_\_\_\_\_

\_\_\_\_\_

4.9. After Notice to Proceed is issued, work will begin on this project within 1 days.

4.10. Project will be completed within 10 working days after first day of work commencement.

4.11. Describe or attach warranty:

15 year free cover as standard warranty with replacement of parts by Manufacturer

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

4.12.1. Authorized Representative (Sign By Hand):

M. Swell

4.12.2. Type or Print Signed Name:

Michael B Swell

Date:

10/5/07

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. **Prior Services Performed for:**

Company Name: *City of Columbia*  
Address: *701 E. Broadway Columbia Mo 65201*  
Contact Name: *Jeff Hamilton*  
Telephone Number: *874-6367*  
Date of Contract: *10 years +*  
Length of Contract: *10 years +*

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

*Phone System, Network*

2. **Prior Services Performed for:**

Company Name: *MFA INC*  
Address: *201 Ray Young Drive Columbia Mo 65201*  
Contact Name: *Janet Musik*  
Telephone Number: *876 5369*  
Date of Contract: *10 years +*  
Length of Contract: *10 years +*

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

*Phone System, Network*

3. **Prior Services Performed for:**

Company Name: *City of Of.*  
Address: *100 N Main Street Ofallon Mo 63366*  
Contact Name: *Brian Bazell*  
Telephone Number: *636 379 5550*  
Date of Contract: *10 years +*  
Length of Contract: *10 years +*

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

*Phone System, Network*



**CONTRACT DOCUMENTS  
BOONE COUNTY, MISSOURI  
Request for Bid #87-05OCT07 Telecommunication Equipment for PedNet**

**ADDENDUM #1 - Issued October 4, 2007**

This addendum is issued in accordance with the Introduction and General Conditions of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **MUST** be acknowledged and submitted with Offeror's *Revised 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:

1. **Replace *Response Form* of bid with the attached *Revised Response Form*.**

By:   
**Heather Turner, CPPB  
Senior Buyer**

OFFEROR has examined copy of Addendum #1 to Request for Bid # 87-05OCT07 *Telecommunication Equipment for PedNet*, receipt of which is hereby acknowledged:

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

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

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

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

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

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

**REVISED RESPONSE FORM**

*Since time is of the essence, faxed bids will be received. Fax to (573) 886-4390. Call (573) 886-4391 to confirm receipt of bid. Bid MUST be received by October 5, 2007, 10:30 a.m. Central Time.*

**4. Response Form** – If submitting by other than fax, submit your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number and the due date and time.

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

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

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

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

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

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

4.7.

**BID RESPONSE PRICING**

|         | <b>BASE BID-EQUIPMENT AND INSTALLATION ONLY</b>  | <b>Unit Price</b> | <b>Extended Price</b> | <b>Warranty Per Year</b> | <b>Warranty x 3 years</b> |
|---------|--|-------------------|-----------------------|--------------------------|---------------------------|
| 4.7.1.  | (1) - CICS Combo Services Cartridge  | \$                | \$                    | \$                       | \$                        |
| 4.7.2.  | (1) - GATC2 CLID   | \$                | \$                    | \$                       | \$                        |
| 4.7.3.  | (14) - T7208 Telephone Set - Charcoal Grey   | \$                | \$                    | \$                       | \$                        |
| 4.7.4.  | (1) - T7316E Charcoal  | \$                | \$                    | \$                       | \$                        |
| 4.7.5.  | (1) - CICS 7.1 with CP100 (10Mbx) US   | \$                | \$                    | \$                       | \$                        |
| 4.7.6.  | (2) - Voice Messaging Mailbox – 1  | \$                | \$                    | \$                       | \$                        |
| 4.7.7.  | (1) - Voice Messaging Mailboxes – 4  | \$                | \$                    | \$                       | \$                        |
| 4.7.8.  | (1) - Audio Conferencing Unit  | \$                | \$                    | \$                       | \$                        |
| 4.7.9.  | (1) - Pro 700E UPS Minuteman 700VA 490W 120VAC, 6 Outlets  | \$                | \$                    | \$                       | \$                        |
| 4.7.10. | Any miscellaneous equipment needed to complete installation  |                   | \$                    |                          |                           |
| 4.7.11. | Installation-The following items shall be included in the installation pricing:<br>⇒ Pull (9) Data locations using CAT 5E blue PVC cable, including RJ 45jack and faceplate. Terminate switch end to County provided patch panel |                   | \$                    |                          |                           |

|         |  |    |         |
|---------|--|----|---------|
|         | ⇒ Pull (11) Voice locations using CAT 5e white PVC cable, including RJ11 jack and faceplate. Terminate to vendor provided 66 block                 |    |         |
|         | ⇒ Extend demark approx. 75ft using (2) CAT 5e white PVC cable to switch room and terminate   |    |         |
|         | ⇒ Extend partially pulled existing cable consisting of (3) Voice and (3) Data approx 25 ft into the switch room and terminate.                     |    |         |
| 4.7.12. | <b>TOTAL for all equipment and installation (4.7.1. through 4.7.11.)</b>   | \$ |         |
| 4.7.13. | <b>Total for Three Years of Warranty/Maintenance</b>   |    | \$      |
| 4.7.14. | <b>Grand Total of all Equipment, Installation and Three Years of Maintenance</b>   | \$ |         |
| 4.7.15. | Maximum Percentage Increase or Decrease per Year for Warranty/Maintenance Pricing at yearly adjustment period following initial three-year period. |    | _____ % |

4.8. List any deviations from bid specifications:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4.9. After Notice to Proceed is issued, work will begin on this project within \_\_\_\_\_ days.

4.10. Project will be completed within \_\_\_\_\_ working days after first day of work commencement.

4.11. Describe or attach warranty:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

4.12.1. Authorized Representative (Sign By Hand):

\_\_\_\_\_

4.12.2. Type or Print Signed Name:

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



*Request for Bid (RFB)*

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

**Melinda Bobbitt, CPPB, Director**  
Phone: (573) 886-4391 – Fax: (573) 886-4390  
Email: mbobbitt@boonecountymo.org

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**Bid Number: 87-05OCT07**  
**Commodity Title: Telecommunications Equipment and Installation for the Pednet Building**

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

***Bid Submission Address and Deadline – Bid Closing & Opening***

---

Day / Date: **FRIDAY – October 5, 2007**  
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**

Location / Mail Address: Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Room 208  
Columbia, MO 65201

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

***Bid Contents***

- 
- 1.0: Introduction & General Conditions of Bidding
  - 2.0: Primary Specifications
  - 3.0: Response Presentation and Review
  - 4.0: Response Form  
Standard Terms and Conditions  
No Bid Response Form
  - Exhibit A Prior Experience

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

- 1.1. **INVITATION** - The County of Boone Purchasing Department invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.  
*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
- 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 attached County's standard "boilerplate" Terms and Conditions for Contracts.

## 2. Primary Specifications

- 2.1. **SCOPE OF WORK** – The County of Boone is seeking bids for the furnishing, delivery and installation of Telecommunications Equipment located at the Pednet Building, 101 N. 7<sup>th</sup> Street, Columbia, MO.
- 2.1.1. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within ten (10) 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.
- 2.1.2. There is not a mandatory pre-bid required to bid on this project. Should a Bidder desire a walk-through of the Pednet building, contact Melinda Bobbitt to schedule the walk-through by calling (573) 886-4391 or Heather Turner at (573) 886-4392 or e-mail hturner@boonecountymo.org.
- 2.1.3. **Or Equal:** Bidders are to bid as specified herein or bid an approved equal. Determination of equality is solely Boone County's responsibility.
- 2.1.4. The Base Bid may be adjusted to include the Alternate in determining the amount of the contract. Alternate #1 may be accepted or reinstated by the County at any time within 120 calendar days of award. Bids shall be ranked on the basis of total project cost; that is, Base Bid plus Alternate if chosen by the County.
- 2.2. **Base Bid: Telecommunication Equipment and Installation**
- 2.2.1. The **telecommunication equipment/system** shall consist of the following or equivalent:
- 2.2.1.1. (1) - CICS Combo Services Cartridge
- 2.2.1.2. (1) - GATC2 CLID
- 2.2.1.3. (14) - T7208 Telephone Set - Charcoal Grey
- 2.2.1.4. (1) - T7316E Charcoal
- 2.2.1.5. (1) - CICS 7.1 with CP100 (10Mbx) US
- 2.2.1.6. (2) - Voice Messaging Mailbox – 1
- 2.2.1.7. (1) - Voice Messaging Mailboxes – 4
- 2.2.1.8. (1) - Audio Conferencing Unit
- 2.2.1.9. (1) - Pro 700E UPS Minuteman 700VA 490W 120VAC, 6 Outlets
- 2.2.1.10. The contractor must provide material that is new, not reconditioned, and free from defects.
- 2.2.2. **Installation Specifications:** The contractor shall provide installation and any materials not listed above needed for installation of the above equipment in accordance with the following specifications.
- 2.2.2.1. The contractor must employ practices that prevent damage due to shock or environmental conditions that exceed ratings of material prior to installation. The contractor is responsible and liable for installation practices required to properly store, handle and mount materials to avoid damage to workers, the facility or the material.
- 2.2.2.2. The contractor must fully test the system to ensure satisfaction of functional requirements and that the system is free of short circuits, ground loops, hum, RF interference, instability and noise beyond published specifications of the equipment.
- 2.2.2.3. Project Schedule - Work must be scheduled with a designated representative of the County. It is the contractor's responsibility to notify the County within 48 hours of starting the work. A project schedule depicting the progression of the work shall be submitted for the County's approval.
- 2.2.2.4. Contractor Qualifications and Experience – The contractor to whom a contract is awarded must provide evidence that they have past experience in the type of work as outlined in the specifications for a minimum of three (3) years. Exhibit A – Prior Experience may be used to list previous work experience.
- 2.2.2.5. The bidder, at the time of bid submittal, must possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State, and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses and certifications should be submitted with the bid

- indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
- 2.2.2.6. The Contractor shall be responsible for the removal and lawful disposal of all excess materials and costs for the said services which are included in the bid price.
  - 2.2.2.7. The Contractor shall be responsible for accurately measuring the quantity of material required for the entire project.
  - 2.2.2.8. The Contractor shall comply with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him or her from responsibility of compliance with all said laws, ordinances, rules, and regulations.
  - 2.2.2.9. The bidder shall state on the Response Form when the project will begin and how long the installation process will take.
- 2.3. **Alternate Bid #1: Warranty/Maintenance**
    - 2.3.1. Contractor shall state on Response Form firm, fixed yearly pricing for warranty/maintenance on the installed equipment. Pricing must be firm for a period of three years and the three year warranty/maintenance will be paid in full after completion of installation and acceptance by the County. Following the initial three year maintenance period, the maintenance may be renewed on a yearly basis for one year periods. Maintenance pricing may be adjusted yearly following the initial three year period by providing written notification to the County 60 days in advance of contract end date.
    - 2.3.2. Warranty – The Contractor shall be responsible for a period of three years from and after the date of final acceptance by the County of the work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship, or equipment which, in the judgment of the County, shall become necessary during such period. If the equipment cannot be repaired to the sole satisfaction of the County, it must be replaced free of charge during the maintenance period. This maintenance must include the timely repair of any and all malfunctions of the equipment. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within two days after receiving written notice that such repairs or replacements are necessary.
  - 2.4. **Insurance Requirements** - The Contractor shall not commence work under this Contract until they have obtained all insurance required under this paragraph and the County has approved such insurance. All policies shall be in amounts, form, and companies satisfactory to the County. The County must carry an A-6 or better rating as listed in the A.M. Best or Equivalent Rating Guide.
    - 2.4.1. **Compensation Insurance** – Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Workers Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
    - 2.4.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per project limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. **Proof of Coverage of Insurance** - The Contractor

- shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 2.4.3. **Commercial Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.4.4. The Contractor has the option to provide **Owner’s Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner’s Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.4.5. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 2.5. **Indemnity Agreement** - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County of Boone, its directors, officers, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless or defend the County of Boone from its own negligence.
- 2.6. **Sales/Use Tax Exemption** - County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates. Contact Melinda Bobbitt at (573) 886-4391 to obtain the Sales/Use Tax Exemption Certificate.
- 2.7. **Descriptive Literature** - Bidders proposing to furnish items other than specified must submit Complete Descriptive Literature with bid. Bids received without descriptive literature are subject to rejection.
- 2.8. **Delivery Terms** - Inside delivery shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.



- 2.9. **INVOICES:** Contractor must submit an invoice and charges must only include prices listed in the contractor's bid response. No additional fees or taxes shall be included as additional charges. The County's purchase order must appear on the invoice. The County agrees to pay the monthly statement within thirty (30) days from receipt of a correct statement and all other required documents.
- 2.10. **DESIGNEE:** Boone County Commission, Karen Miller, 801 E. Walnut Street, Room 245, Columbia, MO 65201. (573) 886-4312.
- 2.11. **Bid Clarification:** Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Melinda Bobbitt, CPPB, Director of Purchasing, 601 E. Walnut, Room 208, Columbia, Missouri 65201. Phone: (573) 886-4391 Fax: (573) 886-4390 or Email: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)
- 2.12. **Return of Bid By Fax: Since time is of the essence, faxed bids will be received by County. Fax to (573) 886-4390. Call (573) 886-4391 to confirm receipt of bid. Bid MUST be received by October 5, 2007, 10:30 a.m. central time.**

**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 herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A."
- 3.1.2 **Submittal Of Responses** – Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS**. The County is not responsible for late or incorrect deliveries from the United States Postal Service or any other mail carrier.
- 3.1.3 **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 bid number and the due date and time**.
- 3.1.4 **Web Page:** Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com>.
- 3.1.5 **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.
- 3.2 **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.
- 3.2.1 **Response Clarification** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.3 **REJECTION OR CORRECTION OF RESPONSES** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.3.1 **Evaluation Process** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.3.2 **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.3.3 **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for our use.
- 3.4 **ENDURANCE OF PRICING** – Bidder's pricing must be held until award or 60 days, whichever comes first.

**Since time is of the essence, faxed bids will be received. Fax to (573) 886-4390. Call (573) 886-4391 to confirm receipt of bid. Bid MUST be received by October 5, 2007, 10:30 a.m. Central Time.**

4. **Response Form** – *If submitting by other than fax, submit your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number and the due date and time.*

- 4.1 Company Name: \_\_\_\_\_
- 4.2 Address: \_\_\_\_\_
- 4.3 City/Zip: \_\_\_\_\_
- 4.4 Phone Number: \_\_\_\_\_
- 4.5 Fax Number: \_\_\_\_\_
- 4.6 Federal Tax ID: \_\_\_\_\_

4.7. **BID RESPONSE PRICING**

|  | Unit Price | Extended Price | Warranty Per Year | Warranty x 3 years |
|--|------------|----------------|-------------------|--------------------|
| 4.7.1. (1) - CICS Combo Services Cartridge                                       | \$         | \$             | \$                | \$                 |
| 4.7.2. (1) - GATC2 CLID  | \$         | \$             | \$                | \$                 |
| 4.7.3. (14) - T7208 Telephone Set - Charcoal Grey                                | \$         | \$             | \$                | \$                 |
| 4.7.4. (1) - T7316E Charcoal   | \$         | \$             | \$                | \$                 |
| 4.7.5. (1) - CICS 7.1 with CP100 (10Mbx) US                                      | \$         | \$             | \$                | \$                 |
| 4.7.6. (2) - Voice Messaging Mailbox – 1   | \$         | \$             | \$                | \$                 |
| 4.7.7. (1) - Voice Messaging Mailboxes – 4                                       | \$         | \$             | \$                | \$                 |
| 4.7.8. (1) - Audio Conferencing Unit   | \$         | \$             | \$                | \$                 |
| 4.7.9. (1) - Pro 700E UPS Minuteman 700VA 490W 120VAC, 6 Outlets                 | \$         | \$             | \$                | \$                 |
| 4.7.10. Any miscellaneous equipment needed to complete installation              |            | \$             |                   |                    |
| 4.7.11. Installation including all labor   |            | \$             |                   |                    |
| 4.7.12. <b>TOTAL for all equipment and installation (4.7.1. through 4.7.11.)</b> |            | \$             |                   |                    |

- 4.7.13. **Total for Three Years of Warranty/Maintenance**
- 4.7.14. **Grand Total of all Equipment, Installation and Three Years of Maintenance**
- 4.7.15. Maximum Percentage Increase or Decrease per Year for Warranty/Maintenance Pricing at yearly adjustment period following initial three-year period.

|         |    |
|---------|----|
|         | \$ |
| \$      |    |
| _____ % |    |

4.8. List any deviations from bid specifications:

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4.9. After Notice to Proceed is issued, work will begin on this project within \_\_\_\_\_ days.

4.10. Project will be completed within \_\_\_\_\_ working days after first day of work commencement.

4.11. Describe or attach warranty:

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

4.12.1. Authorized Representative (Sign By Hand):

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4.12.2. Type or Print Signed Name:

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

## *Standard Terms and Conditions*



**Boone County Purchasing**  
601 E. Walnut, Room 208  
Columbia, MO 65201  
**Melinda Bobbitt, Director**

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.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. 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.



***"No Bid" Response Form***

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

Melinda Bobbitt, CPPB, Director  
(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: 87-05OCT07 – Telecommunications Equipment and Installation**

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

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

\_\_\_\_\_

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

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

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

Reason(s) for Not Bidding:

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

**EXHIBIT A**

**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

**1. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

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

**2. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

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

**3. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

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

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned

Term. 20 07

In the County Commission of said county, on the

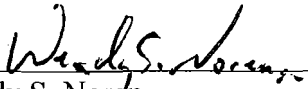
11<sup>th</sup> day of October 20 07

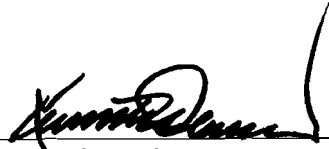
the following, among other proceedings, were had, viz:

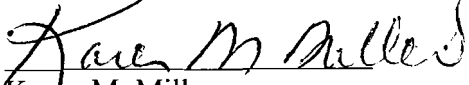
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the City of Columbia cooperative contract 85/2007 VHF Simulcast Transmitters, and approves the sale of one transmitter, tag #7698 on GovDeals.


Done this 11<sup>th</sup> day of October, 2007.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned

Term. 20 07

In the County Commission of said county, on the

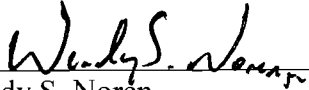
11<sup>th</sup> day of October 20 07

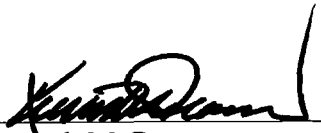
the following, among other proceedings, were had, viz:

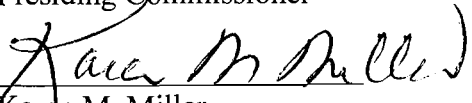
Now on this day the County Commission of the County of Boone does hereby award bid 60-20SEP07 – Guardrail-New Installation & Repair Services Term & Supply to James H. Drew Corporation. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.


Done this 11<sup>th</sup> day of October, 2007.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

**PURCHASE AGREEMENT  
FOR  
GUARDRAIL-NEW INSTALLATION & REPAIR SERVICES TERM AND SUPPLY**

**THIS AGREEMENT** dated the 11<sup>th</sup> day of October 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **James H. Drew Corporation**, herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for Guardrail-New Installation and Repair Services Term and Supply, County of Boone Request for Bid, bid number **60-20SEP07**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated September 20, 2007 and executed by Gregory A. Peck on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, any applicable addenda, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - The contract period shall begin on date of award and extend through **September 30, 2008**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement and any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

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

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

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

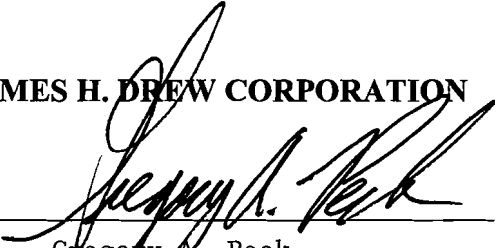
**6. Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality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

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

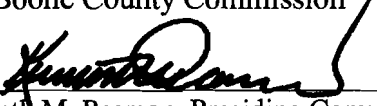
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

**JAMES H. DREW CORPORATION**

by   
 title Gregory A. Peck  
V.P. Operations  
8701 Zionsville Road  
 address Indianapolis, IN 46268

**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

  
 County Counselor

ATTEST:

  
 Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

2040/71100 Term/Supply

Signature

Date

Appropriation Account

JAMES H  
**drew** CORPORATION

October 29, 2007

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

Reference: 60-20SEP07, Guardrail New Installation and Repair Services

Subject: Sub-Contracts

Dear Sirs:

I am returning the copy (ies) of the Sub-Contract for the above-mentioned project. I will expect a fully executed copy returned for my files. You should have already received an insurance certificate in the mail from my insurance agency. I have also enclosed our Safety, Drug, and EEO policies.

Our Federal Identification Number is: 35-0821499

If you need further assistance please feel free to call me at 317-876-3739. We look forward to working with you on this project.

Respectfully,



Julie J. Berg  
Administrative Assistant  
James H. Drew Corporation  
Enclosures

Jb



DRUG FREE WORKPLACE POLICY

Pursuant To Executive Order No. 90-5, April 12, 1990 issued by Governor Evan Bayh, the Indiana Department of Administration requires the inclusion of this certification in all contracts with and grants from the State in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Contractor or Grantee and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and /or debarment of contracting opportunities with the State for up to 3 years.

The Contractor or Grantee certifies and agrees that it will provide a drug-free workplace by the means as follows:

1. Publishing and providing to all its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a drug-free awareness program to inform employees about (a) the dangers of drug abuse in the workplace; (b) the Contractor's policy of maintaining a drug-free workplace; (c) available drug counseling, rehabilitation, and employee assistance programs; and (d) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.
3. Notifying all employees in the statement required by (1) above that as a condition of continued employment the employee will (a) abide by the terms of the statement; and (b) notify the employer of criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such convictions.
4. Notifying in writing to the contracting State agency and the Indiana Department of Administration within 10 days after receiving notice from an employee under (3) (b) above, or other wise receiving actual notice of such conviction.
5. Within 30 days after receiving notice under (3) (b) above of a conviction, imposing the following sanctions or remedial measures on an employee who is convicted of drug abuse violations occurring in the workplace by (a) taking appropriate personnel action against the employee, up to and including termination; or (b) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or Local health, law enforcement, or other appropriate agency.
6. Making a good faith effort to maintain a drug-free workplace through the implementation of (1) through (5) above.

THE UNDERSIGNED AFFIRM, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

James H. Drew Corporation  
Printed Name of Organization

January 1, 2007  
Date

*Steven B. Navel*  
Signature of Authorized Representative

Steven B. Navel Safety Director  
Printed/Typed Name and Title

**EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

It is the policy of the company not to discriminate against any applicant for employment, or any employee because of race, color, religion, national origin, disability, age, sex, or veteran status. The company will take affirmative action to ensure that the Policy is implemented, particularly with regard to: application procedures, employment; upgrading; promotion; demotion; transfer; rehire; job assignment and classification; recruitment; recruitment advertising; layoff; termination; compensation; leave; fringe benefits; social activities; training; and working conditions.

The company will continue to make it understood by the employment entities with whom it deals and in employment opportunity announcements that the foregoing is company Policy; and that all applicants and employees will continue to be compensated, trained, advanced, demoted, terminated, hired and transferred solely on the basis of the individual's merit.

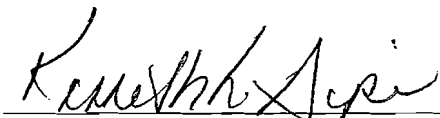
All present employees are requested to encourage minorities, women, special disabled veterans, veterans of the Vietnam Era, and qualified disabled persons to make application for employment with the company or to apply for training in an approved On-The-Job Training or Apprenticeship Program. It is also the Policy of the company to satisfy special accommodations for qualified disabled individuals.

It is the Policy of the company to ensure and maintain a working environment free of harassment, intimidation and coercion at all jobsites, and in all facilities at which employees are assigned to do work. The policy will be rigidly adhered to at all times. Any violation of the Policy should be reported immediately to your supervisor or to the company's EEO Officer.

It is the Policy of the company that all jobsites and facilities, including company activities are non-segregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

The company's EEO Officer's name and address is:

Steven B. Navel.  
8701 Zionsville Road  
Indianapolis, IN 46268  
(317) 876-3739

  
Kenneth L. Sipe, President

January 1, 2007

JAMES H

# drew CORPORATION

TO ALL CONCERNED PARTIES:

OSHA'S Hazard Communication Standard (29CFR1910.1200) requires that we inform you of the materials your employees may come in contact with on our jobsites.

Our MSDS file may be found in the jobsite Superintendent's truck and will be made available to you and/or your employees upon request. It will be your responsibility to instruct your employees of the hazards associated with these materials. To the best of my knowledge, the enclosed is a complete list of the materials that we may have on jobsite. Should any additional or updated information become available, it will be placed in the jobsite file.

In addition, the Occupations Safety and Health Administration requires that subcontractors or vendors furnish and post MSDS sheets for all classified materials used in the construction of this project.

If the James H. Drew Corporation is issued a fine, as a result of an OSHA inspection in which the OSHA inspector determines your company is using or has used any item requiring a MSDS sheet and you have not supplied James H. Drew Corporation with that sheet or for any other OSHA violation by your personnel, the amount of the fine will be deducted from your contract amount.

Please sign and return one copy of this letter to Steven B. Navel, at the address listed in Indianapolis, as verification that you received this information.

Sincerely,



Steven B. Navel, Director of Safety

Enclosure

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

\_\_\_\_\_  
Date

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

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

CONTRACT NO. \_\_\_\_\_

DREW JOB NO. \_\_\_\_\_



January 1, 2007  
**SAFETY POLICY**

It is the policy of the James H. Drew Corporation to provide and maintain a safe and healthful working environment and to follow operating practices that will safeguard all employees. To accomplish this goal, safety is assigned as a line function. No supervisor, superintendent, general superintendent or operating manager may ever be relieved of any part of their responsibility or accountability for safety.

Safe operation is our shared purpose and responsibility. No job shall be considered efficiently completed unless supervision and management have provided the necessary direction and all workers have followed every precaution to protect himself and fellow workers. It shall be universally understood that the company will not run any operation or equipment in violation of company or governmental standards and, when necessary, the operation or equipment will be shut down until corrections are made.

The James H. Drew Corporation is required by law to recognize the Williams-Steiger Occupational and Safety Act. This law states that safety is the responsibility of not only the employer but each and every employee. We recognize that good housekeeping and safe working habits represent successful projects.

We stress through our Safety Officer, rules and safety meetings that these safe practices are mandatory and any other forms of operating procedures will not be tolerated.

**THE COMPANY SAFETY OFFICER IS:**

Steven B. Navel  
8701 Zionsville Road  
P. O. Box 68935  
Indianapolis, IN 46268  
Phone: Office - 317-876-3739  
Cellular - 317-223-1355

Steve Navel, the Company Safety Officer, has been authorized to stop any operation at any time that does not comply with the intentions of the company safety policy.

*Kenneth L. Sipe*

Kenneth L. Sipe, President





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

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

***Heather Turner, CPPB, Senior Buyer***  
(573) 886-4392 – Fax: (573) 886-4390  
Email: hturner@boonecountymo.org

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### ***Bid Data***

Bid Number: **60-20SEP07**  
Commodity Title: **Guardrail-New Installation and Repair Services Term & Supply**

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

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

Day / Date: **THURSDAY, SEPTEMBER 20, 2007**  
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Room 209  
Columbia, MO 65201**  
Directions: The Johnson Building is located on the Northeast corner at 6<sup>th</sup> Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

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### ***Bid Opening***

Day / Date: **THURSDAY, SEPTEMBER 20, 2007**  
Time: **10:30 A.M. C.S.T.**  
Location / Address: **Boone County Johnson Building Conference Room  
601 E. Walnut, Room 213  
Columbia, MO 65201**

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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**  
**Exhibit A-Prior Experience**  
**Standard Terms and Conditions**

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

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.  
*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: [www.showmeboone.com](http://www.showmeboone.com)  
Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:  
1) the provisions of the Contract (as it may be amended);  
2) the provisions of the Bid;  
3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from October 1, 2007 through September 30, 2008 and may be automatically renewed for up to an additional two (2) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of all labor, materials, tools, equipment, traffic control, and supervision to perform **Guardrail-New Installation and Repair Services** to various locations throughout Boone County, Missouri.
  - 2.1.1. The contract includes line items on the Response Form to install new, repair or replace major components and assemblies of standard guardrail types or proprietary crashworthy end terminals along County maintained roads. The quantities of each line item required by the County may vary throughout the contract period depending on the needs of the County. Some of the identified line items may not be utilized at all during the contract period while others may be utilized more than once.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from October 1, 2007 through September 30, 2008. This contract is subject to renew annually for two (2) additional one (1) year periods following expiration of the first contract period.
  - 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the percentages outlined on the Response Form for the renewal periods.
  - 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 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 30 days of award on contract forms provided by the County. **If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid.** County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** - All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.6. **SCOPE OF WORK**
  - 2.6.1. The Contractor shall provide guardrail and end terminal installation, repair and replacement on an as needed basis in response to new projects, vehicle damage and similar sudden occurrence, such as physical damage by the elements. For repairs, the Contractor shall remove all damaged components from the existing structure and repair the structure to specified standards. The Contract will be implemented by the County on an as needed basis throughout the life of the Contract.
- 2.7. **SUB-CONTRACTORS**
  - 2.7.1. No subcontractors shall be used without prior **written** approval of the Public Works Director.
- 2.8. **CONTRACTOR QUALIFICATIONS AND EXPERIENCE**
  - 2.8.1. The Contractor to whom the guardrail services contract is awarded must provide evidence they have past experience in the type of work as outlined in the attached specifications for a minimum of three (3) years. Exhibit A is attached for the purpose of listing previous work experience.
  - 2.8.2. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses, or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind.

- 2.8.3. The Bidder is assumed to be familiar with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him or her from responsibility of compliance with all said laws, ordinances, rules, and regulations.
- 2.8.4. The Contractor must comply with all pertinent requirements of the local codes and utility companies.
- 2.8.5. The Contractor will be responsible for obtaining any and all required permits. The County shall not be responsible for the cost of any such permits.
- 2.9. **TECHNICAL SPECIFICATIONS**
- 2.9.1. **Specifications** – The bid is set up on a term and supply basis. The payment will include new installation, removal and disposal of the damaged guardrail materials and installation of guardrail and associated materials. The payment will also include the purchase and delivery of the guardrail and associated materials necessary to repair the structure.
- 2.9.2. **Mobilization** – This item shall include the work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to and from Boone County. Mobilization will be a lump sum cost for each work order. (The work order may consist of more than one work site.)
- 2.9.3. **New Installation** – The Contractor shall install only new components, material, hardware, or other appurtenance as designated in the work order. Contractor shall pay no less than the current Prevailing Wage Determination in force at the time of installation of new guardrail.
- 2.9.4. **Removal and Replacement of Individual Components** – The Contractor shall remove and replace the existing damaged component, material, hardware, or other appurtenance as designated in the work order. The Contractor shall reuse any undamaged components or materials salvaged from the damaged guardrail system, terminal, or appurtenance in order to provide a fully functional system as designated by the County.
- 2.9.5. **Realigning Posts** – Undamaged posts that are out of alignment shall be realigned. Any voids around the posts shall be securely backfilled with cohesive soil or sand meeting the requirements of Section 1005.2.4 of the 2004 Missouri Standard Specifications for Highway Construction. The backfill shall be thoroughly tamped.
- 2.9.6. **Driving Replacement Posts and Foundation Tubes** – Replacement post or foundation tube may be placed in the same hole as the removed damaged post or tube. The hole shall first be backfill with a cohesive soil or sand meeting the requirements of Section 1005.2.4 of the 2004 Missouri Standard Specifications for Highway Construction. The backfill shall be thoroughly tamped before driving the replacement post or tube.
- 2.9.7. **Terminal End Marker** – The Contractor shall furnish and install a modified Type III black and yellow object marker on repair of crashworthy end terminals located 12 feet or less from the edge of the roadway.
- 2.9.8. **Blocks** – The Contractor shall use 8-inch x 6-inch x 14-inch wood guardrail blocks for new Type A guardrail installations and installations requiring both post and block. The Contractor may use 6-inch x 6-inch x 14-inch wood blocks for existing locations requiring only block replacement. All existing Type E guardrail installation required guardrail block replacement shall use 8-inch x 6-inch x 21-inch wood blocks.
- 2.9.9. **Work Orders** – The Contractor will receive a written work order from the County directing the type and date of work to be performed at each location. The work order may consist of more than one site requiring repair. The work order will be supplied to the Contractor by fax unless other arrangements are agreed upon. The Contractor shall confirm receipt of each work order by the same means as issued. The Contractor shall complete all work described in each work order within 10 calendar days of the notice to proceed date. The Contractor will be entitled to an extension of contract time because of unsuitable weather conditions when authorized in writing by the County.
- 2.10. **GENERAL CONDITIONS**

- 2.10.1. **Estimated Usage:** This Contract shall be for New Installation and Repair Services for Guardrail on an as needed basis as requested by the County. Based on past usage, the estimated total expenditures against this contract are expected to exceed \$5,000 annually. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.
- 2.10.2. In the event any provisions of Contract are not fulfilled by Contractor and/or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract within 10 days after such written notice.
- 2.11. **CONTRACTOR'S RESPONSIBILITY/SERVICE REQUIREMENTS**
- 2.11.1. **Work Hours** - Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday – Friday, 7 a.m. to 5 p.m., excluding holidays. Emergency repair and night repair are not a part of this bid.
- 2.11.2. **Equipment/Safety** - The safety of the Contractor's employees and the public is of prime concern to the County and the Contractor must take all necessary steps to ensure proper safety during the performance of the Contract. Any Bidder that has a history of safety problems or a high incidence of accidents will not be considered for award of a Contract.
- 2.11.3. **Traffic Control** – The Contractor shall be responsible for providing traffic control at each site. If possible, the Contractor shall maintain at least one lane of traffic open during repair operations. Any road closures must be approved in advance by the County.
- 2.11.4. **Utilities** – The Contractor shall ascertain the presence and location of utilities within the work area. The Contractor shall notify and coordinate the utility that may be affected by the work.
- 2.11.5. **Final Inspection and Approval** - The Contractor shall request the County to conduct site inspections after the project is complete. The County will prepare a “punch-list” during the inspection and will forward a copy of the “punch-list” to the Contractor. After the “punch-list” items have been corrected, the Contractor shall request a final inspection with the County. Final project approval is contingent upon the County's final inspection and written approval.
- 2.11.6. **Property Damage** - Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.11.7. **Prevailing Wage** – Shall apply to new installation only, all other work is considered maintenance and is therefore not subject to the prevailing wage.
- 2.11.7.1. The new installation portion of this contract shall be based upon payment by the contractor of wage rates not less than the prevailing hourly wage rate(s) for each craft or classification of worker engaged on the work as determined by the Labor & Industrial Relations Commission of Missouri on behalf of the Division of Labor Standards.
- 2.11.7.2. The contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.
- 2.11.7.3. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.
- 2.11.7.4. Current Prevailing Wage Order Number 14 is available for download at: [www.showmeboone.com/Purchasing](http://www.showmeboone.com/Purchasing) or by contacting the Purchasing Department. At any given time, the current, “applicable” Prevailing Wage Order is available for review and a copy may be obtained from the Purchasing Department at 601 E. Walnut, Room 209, Columbia, MO 65201.
- 2.11.8. **Records** - The Contractor and each Subcontractor shall keep an accurate record showing names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by representatives of the Labor & Industrial Relations Commission and the County. The payroll records shall not be destroyed or removed from the State for at least one (1) year after completion of the work. Contractors and Subcontractors will submit certified copies of their payrolls to the County prior to contract acceptance.

- 2.11.9. **Notices** - Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Labor & Industrial Relations Commission of Missouri shall be displayed in at least four (4) conspicuous places on the project under a heading of NOTICE with the heading in letters at least one inch (1") high.
- 2.11.10. **Penalty** - Pursuant to Section 290.250 RSMo, the Contractor shall forfeit to the County as a penalty, ten dollars (\$10) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the contract, by them or by any Subcontractor under them.
- 2.11.11. **Affidavit of Compliance** - After completion of the work and before final payment can be made under this contract, the Contractor and each Subcontractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Section 290.210 to 290.340 RSMo.
- 2.11.12. **Wage Determination** - During the life of this contract, the prevailing hourly rate of wages is subject to change by the Labor & Industrial Relations Commission or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of such changes. The following prevailing wage rate determination made by the Division of Labor Standards, Labor & Industrial Relations Commission, is reproduced verbatim and is applicable to this contract.
- 2.12. **BOONE COUNTY INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.
- 2.12.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

- 2.12.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 per project limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

- 2.12.3. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$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.
- 2.12.4. **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.
- 2.12.5. **Insurance Certifications:** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 2.13. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.14. **SALES/USE TAX EXEMPTION** - County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.15. **SPECIAL CONDITIONS AND REQUIREMENTS**
- 2.15.1. **Inspection of Facilities** - It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required.
- 2.15.2. **Inspection of Equipment** - The County reserves the right to inspect the Contractor's equipment and to perform such investigation as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of the Contract.
- 2.15.3. **Invoices** - The County's contract number must appear on the invoice.

- 2.15.4. **Billing and Payment** - Payment for Guardrail Repair Services shall be made at the contract unit price of each of the pay items included in the Contract and will be considered full compensation for all labor, material, and equipment. A list of materials used and the total hours for each material shall accompany the invoice. Invoices should be submitted to Boone County Public Works for payment which will be made 30 days after receipt of a correct and valid invoice. The billing address is Boone County Public Works, 5551 Highway 63 South, Columbia, MO 65201.
- 2.15.5. **Pricing** – Contract will be awarded on a firm price for the initial period ending on September 30, 2008. Prices are subject to adjustment thereafter, effective on the renewal date and must remain firm through the end of the renewal period.
- 2.15.6. It shall be the responsibility of the Contractor to notify the County of Boone sixty (60) days prior to the end of the contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- 2.16. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Heather Turner, CPPB, Senior Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Phone: (573) 886-4392 Fax: (573) 886-4390 or Email: [hturner@boonecountymmo.org](mailto:hturner@boonecountymmo.org)
- 2.17. **DESIGNEES**  
New Installation – Shane Creech, Design & Construction Manager  
Repair Work - Chip Estabrooks, Manager of Boone County Public Works Maintenance  
Address: 5551 Highway 63 South, Columbia, MO 65201  
Phone: (573) 449-8515
- 2.18. **AWARD OF CONTRACT** - The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.



**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: James H. Drew Corporation

4.2. Address: 8701 Zionsville Road

4.3. City/Zip: Indianapolis, IN 46268

4.4. Phone Number: 317-876-3739

4.5. Fax Number: 317-876-3829

4.6. E-Mail Address: Ahaley@jameshdrew.com

4.7. Federal Tax ID: 35-0821499

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

4.8. **PRICING** – The bidder must complete the following pages in their entirety. Bid prices must include any and all labor, parts, and material required to perform the new construction and repairs described in Section 2 of this bid request. This include the removal and disposal of existing damaged structure. This contract shall be for new construction and repair services on an as needed basis as requested by the County. The bid quantities are estimated based on new installations and previous repairs completed by the County. The County may vary on the quantity of each bid item throughout the contract period based upon need. Some bid items may not be utilized while other items may be required more than once.

**RENEWALS** – The bidder shall indicate below the maximum increase for each potential renewal period.

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

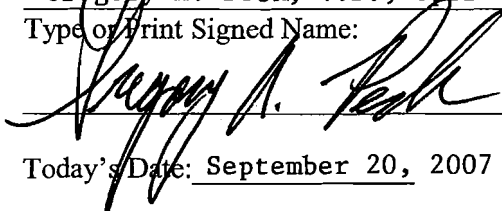
4.8.1.2. \_\_\_\_\_ % 2<sup>nd</sup> Renewal Period

4.9. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

4.9.1. Authorized Representative (Sign By Hand):

Gregory A. Peck, V.P., Operations

4.9.2. Type or Print Signed Name:



4.9.3. Today's Date: September 20, 2007

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

X  Yes   No

| Item #                  | Description  | Unit of Measure | Qty | Unit Price | Extended Total |
|-------------------------|--|-----------------|-----|------------|----------------|
| 4.11.1                  | Mobilization-Each Work Order   | LS              | 1   | \$ 250.00  | \$ 250.00      |
| <b>Type A Guardrail</b> |  |                 |     |            |                |
| 4.11.2                  | New Installation - 12.5 Foot Beam                                    | EACH            | 1   | \$ 110.00  | \$ 110.00      |
| 4.11.3                  | Repair - Remove and Replace 12.5 Foot Beam                           | EACH            | 1   | \$ 120.00  | \$ 120.00      |
| 4.11.4                  | New Installation - 12.5 Foot Radius Beam, Concave or Convex          | EACH            | 1   | \$ 150.00  | \$ 150.00      |
| 4.11.5                  | Repair - Remove and Replace 12.5 Foot Radius Beam, Concave or Convex | EACH            | 1   | \$ 160.00  | \$ 160.00      |
| 4.11.6                  | New Installation - 6-foot Steel Post                                 | EACH            | 1   | \$ 75.00   | \$ 75.00       |
| 4.11.7                  | Repair - Remove and Replace 6-foot Steel Post                        | EACH            | 1   | \$ 80.00   | \$ 80.00       |
| 4.11.8                  | New Installation - 9-foot Steel Post                                 | EACH            | 1   | \$ 90.00   | \$ 90.00       |
| 4.11.9                  | Repair - Remove and Replace 9-foot Steel Post                        | EACH            | 1   | \$ 95.00   | \$ 95.00       |
| 4.11.10                 | New Installation - 6-foot Wood Post                                  | EACH            | 1   | \$ 60.00   | \$ 60.00       |
| 4.11.11                 | Repair - Remove and Replace 6-foot Wood Post                         | EACH            | 1   | \$ 65.00   | \$ 65.00       |
| 4.11.12                 | Repair - Realign and Use Existing Post                               | EACH            | 1   | \$ 15.00   | \$ 15.00       |
| 4.11.13                 | New Installation - 8-inch x 6-inch x 14-inch Wood Block              | EACH            | 1   | \$ 12.00   | \$ 12.00       |
| 4.11.14                 | Repair - Remove and Replace 8-inch x 6-inch x 14-inch Wood Block     | EACH            | 1   | \$ 14.00   | \$ 14.00       |
| 4.11.15                 | New Installation - End Section                                       | EACH            | 1   | \$ 740.00  | \$ 740.00      |
| 4.11.16                 | Repair - Remove and Replace End Section                              | EACH            | 1   | \$ 820.00  | \$ 820.00      |
| 4.11.17                 | New Installation - Terminal Connector                                | EACH            | 1   | \$ 65.00   | \$ 65.00       |
| 4.11.18                 | Repair - Remove and Replace Terminal Connector                       | EACH            | 1   | \$ 75.00   | \$ 75.00       |
| 4.11.19                 | New Installation - Install Post in Solid Rock or Through Concrete    | EACH            | 1   | \$ 95.00   | \$ 95.00       |
| 4.11.20                 | Repair - Install Post in Solid Rock or Through Concrete              | EACH            | 1   | \$ 95.00   | \$ 95.00       |
| <b>Type E Guardrail</b> |  |                 |     |            |                |
| 4.11.21                 | New Installation - 12.5-foot Thrie Beam Rail                         | EACH            | 1   | \$ 160.00  | \$ 160.00      |
| 4.11.22                 | Repair - Remove and Replace 12.5-foot Thrie Beam Rail                | EACH            | 1   | \$ 170.00  | \$ 170.00      |
| 4.11.23                 | New Installation - 6-foot Steel Post                                 | EACH            | 1   | \$ 75.00   | \$ 75.00       |
| 4.11.24                 | Repair - Remove and Replace 6-foot Steel Post                        | EACH            | 1   | \$ 80.00   | \$ 80.00       |
| 4.11.25                 | New Installation - 9-foot Steel Post                                 | EACH            | 1   | \$ 90.00   | \$ 90.00       |
| 4.11.26                 | Repair - Remove and Replace 9-foot Steel Post                        | EACH            | 1   | \$ 95.00   | \$ 95.00       |
| 4.11.27                 | New Installation - 6-foot Wood Post                                  | EACH            | 1   | \$ 60.00   | \$ 60.00       |
| 4.11.28                 | Repair - Remove and Replace 6-foot Wood Post                         | EACH            | 1   | \$ 65.00   | \$ 65.00       |
| 4.11.29                 | Repair - Realign and Use Existing Post                               | EACH            | 1   | \$ 15.00   | \$ 15.00       |
| 4.11.30                 | New Installation - 8-inch x 6-inch x 21-inch Wood Block              | EACH            | 1   | \$ 15.00   | \$ 15.00       |
| 4.11.31                 | Repair - Remove and Replace 8-inch x 6-inch x 21-inch Wood Block     | EACH            | 1   | \$ 17.00   | \$ 17.00       |

| Item #                              | Description   | Unit of Measure | Qty | Unit Price   | Extended Total |
|-------------------------------------|---|-----------------|-----|--------------|----------------|
| <b>Type E Guardrail (continued)</b> |   |                 |     |              |                |
| 4.11.32.                            | <b>New Installation</b> – Thrie Beam Terminal Connector                   | EACH            | 1   | \$ 85.00     | \$ 85.00       |
| 4.11.33.                            | <b>Repair</b> - Remove and Replace Thrie Beam Terminal Connector          | EACH            | 1   | \$ 95.00     | \$ 95.00       |
| 4.11.34.                            | <b>New Installation</b> – Install Post in Solid Rock or Through Concrete  | EACH            | 1   | \$ 95.00     | \$ 95.00       |
| 4.11.35.                            | <b>Repair</b> - Install Post in Solid Rock or Through Concrete            | EACH            | 1   | \$ 95.00     | \$ 95.00       |
| <b>End Terminal</b>                 |   |                 |     |              |                |
| 4.11.36.                            | <b>New Installation</b> – Type A Crashworthy End Terminal                 | EACH            | 1   | \$ 2,235.00  | \$ 2,235.00    |
| 4.11.37.                            | <b>Repair</b> - Remove and Replace Type A Crashworthy End Terminal        | EACH            | 1   | \$ 2,400.00  | \$ 2,400.00    |
| 4.11.38.                            | <b>New Installation</b> – Type A Flared Crashworthy End Terminal          | EACH            | 1   | \$ 2,235.00  | \$ 2,235.00    |
| 4.11.39.                            | <b>Repair</b> - Remove and Replace Type A Flared Crashworthy End Terminal | EACH            | 1   | \$ 2,400.00  | \$ 2,400.00    |
| 4.11.40.                            | <b>New Installation</b> – Type B Crashworthy End Terminal                 | EACH            | 1   | \$ 4,470.00  | \$ 4,470.00    |
| 4.11.41.                            | <b>Repair</b> - Remove and Replace Type B Crashworthy End Terminal        | EACH            | 1   | \$ 4,600.00  | \$ 4,600.00    |
| 4.11.42.                            | <b>New Installation</b> – Type C Crashworthy End Terminal                 | EACH            | 1   | \$ 11,500.00 | \$ 11,500.00   |
| 4.11.43.                            | <b>Repair</b> - Remove and Replace Type C Crashworthy End Terminal        | EACH            | 1   | \$ 11,750.00 | \$ 11,750.00   |
| 4.11.44.                            | <b>Repair</b> - Miscellaneous Type B or C Terminal Removal                | EACH            | 1   | \$ 750.00    | \$ 750.00      |
| 4.11.45.                            | <b>New Installation</b> – Type W Beam End Section                         | EACH            | 1   | \$ 45.00     | \$ 45.00       |
| 4.11.46.                            | <b>Repair</b> - Remove and Replace Type W Beam End Section                | EACH            | 1   | \$ 50.00     | \$ 50.00       |
| <b>Anchor</b>                       |   |                 |     |              |                |
| 4.11.47.                            | <b>New Installation</b> – End Anchor                                      | EACH            | 1   | \$ 840.00    | \$ 840.00      |
| 4.11.48.                            | <b>Repair</b> - Remove and Replace End Anchor                             | EACH            | 1   | \$ 890.00    | \$ 890.00      |
| 4.11.49.                            | <b>New Installation</b> – Embedded Guardrail Anchor                       | EACH            | 1   | \$ 880.00    | \$ 880.00      |
| 4.11.50.                            | <b>Repair</b> - Remove and Replace Embedded Guardrail Anchor              | EACH            | 1   | \$ 930.00    | \$ 930.00      |
| 4.11.51.                            | <b>New Installation</b> – Rock Face Guardrail Anchor                      | EACH            | 1   | \$ 350.00    | \$ 350.00      |
| 4.11.52.                            | <b>Repair</b> - Remove and Replace Rock Face Guardrail Anchor             | EACH            | 1   | \$ 375.00    | \$ 375.00      |
| 4.11.53.                            | <b>New Installation</b> – Thrie Beam Bridge Anchor Section                | EACH            | 1   | \$ 1,795.00  | \$ 1,795.00    |
| 4.11.54.                            | <b>Repair</b> - Remove and Replace Thrie Beam Bridge Anchor Section       | EACH            | 1   | \$ 1,875.00  | \$ 1,875.00    |
| <b>Transition Section</b>           |   |                 |     |              |                |
| 4.11.55.                            | <b>New Installation</b> – Transition Section                              | EACH            | 1   | \$ 375.00    | \$ 375.00      |
| 4.11.56.                            | <b>Repair</b> - Remove and Replace Transition Section                     | EACH            | 1   | \$ 400.00    | \$ 400.00      |
| 4.11.57.                            | <b>New Installation</b> – 6-foot Post                                     | EACH            | 1   | \$ 75.00     | \$ 75.00       |
| 4.11.58.                            | <b>Repair</b> - Remove and Replace 6-foot Post                            | EACH            | 1   | \$ 80.00     | \$ 80.00       |
| 4.11.59.                            | <b>New Installation</b> – 9-foot Post                                     | EACH            | 1   | \$ 90.00     | \$ 90.00       |
| 4.11.60.                            | <b>Repair</b> - Remove and Replace 9-foot Post                            | EACH            | 1   | \$ 95.00     | \$ 95.00       |

| Item #         | Description  | Unit of Measure | Qty | Unit Price | Extended Total |
|----------------|--|-----------------|-----|------------|----------------|
| <b>ET 2000</b> |  |                 |     |            |                |
| 4.11.61.       | <b>New Installation</b> – 6-inch x 8-inch x 72-inch Wood Post 1-4  | EACH            | 1   | \$ 110.00  | \$ 110.00      |
| 4.11.62.       | <b>Repair</b> - Remove and Replace 6-inch x 8-inch x 72-inch Wood Post 1-4                               | EACH            | 1   | \$ 120.00  | \$ 120.00      |
| 4.11.63.       | <b>New Installation</b> – 6-inch x 8-inch x 72-inch Wood Post 5-8  | EACH            | 1   | \$ 110.00  | \$ 110.00      |
| 4.11.64.       | <b>Repair</b> - Remove and Replace 6-inch x 8-inch x 72-inch Wood Post 5-8                               | EACH            | 1   | \$ 120.00  | \$ 120.00      |
| 4.11.65.       | <b>New Installation</b> – 6-inch x 8-inch x 14-inch Wood Block   | EACH            | 1   | \$ 35.00   | \$ 35.00       |
| 4.11.66.       | <b>Repair</b> - Remove and Replace 6-inch x 8-inch x 14-inch Wood Block                                  | EACH            | 1   | \$ 40.00   | \$ 40.00       |
| 4.11.67.       | <b>New Installation</b> – 25-foot Deep Beam Rail   | EACH            | 1   | \$ 240.00  | \$ 240.00      |
| 4.11.68.       | <b>Repair</b> - Remove and Replace 25-foot Deep Beam Rail  | EACH            | 1   | \$ 250.00  | \$ 250.00      |
| 4.11.69.       | <b>New Installation</b> – Steel Foundation Tube with Soil Plate  | EACH            | 1   | \$ 90.00   | \$ 90.00       |
| 4.11.70.       | <b>Repair</b> - Remove and Replace Steel Foundation Tube with Soil Plate                                 | EACH            | 1   | \$ 100.00  | \$ 100.00      |
| 4.11.71.       | <b>New Installation</b> – 25-foot Deep Beam Rail Punched for Extruder                                    | EACH            | 1   | \$ 245.00  | \$ 245.00      |
| 4.11.72.       | <b>Repair</b> - Remove and Replace 25-foot Deep Beam Rail Punched for Extruder                           | EACH            | 1   | \$ 255.00  | \$ 255.00      |
| 4.11.73.       | <b>New Installation</b> – New Guardrail Extruder   | EACH            | 1   | \$ 785.00  | \$ 785.00      |
| 4.11.74.       | <b>Repair</b> - Remove and Replace with a New Guardrail Extruder   | EACH            | 1   | \$ 800.00  | \$ 800.00      |
| 4.11.75.       | <b>Repair</b> - Remove and Replace with a Used Guardrail Extruder  | EACH            | 1   | \$ 75.00   | \$ 75.00       |
| 4.11.76.       | <b>New Installation</b> – Offset Strut   | EACH            | 1   | \$ 50.00   | \$ 50.00       |
| 4.11.77.       | <b>Repair</b> - Remove and Replace Offset Strut  | EACH            | 1   | \$ 60.00   | \$ 60.00       |
| 4.11.78.       | <b>New Installation</b> – Cable Assembly including Pipe Sleeve, Bearing Plate, and Cable Anchor          | EACH            | 1   | \$ 105.00  | \$ 105.00      |
| 4.11.79.       | <b>Repair</b> - Remove and Replace Cable Assembly including Pipe Sleeve, Bearing Plate, and Cable Anchor | EACH            | 1   | \$ 110.00  | \$ 110.00      |
| <b>BEST</b>    |  |                 |     |            |                |
| 4.11.80.       | <b>New Installation</b> – 6-inch x 8-inch x 45-inch Wood Post 1-2  | EACH            | 1   | \$ 75.00   | \$ 75.00       |
| 4.11.81.       | <b>Repair</b> - Remove and Replace 6-inch x 8-inch x 45-inch Wood Post 1-2                               | EACH            | 1   | \$ 90.00   | \$ 90.00       |
| 4.11.82.       | <b>New Installation</b> – 6-inch x 8-inch x 72-inch Wood Post 3-7  | EACH            | 1   | \$ 110.00  | \$ 110.00      |
| 4.11.83.       | <b>Repair</b> - Remove and Replace 6-inch x 8-inch x 72-inch Wood Post 3-7                               | EACH            | 1   | \$ 120.00  | \$ 120.00      |
| 4.11.84.       | <b>New Installation</b> – 6-inch x 8-inch x 14-inch Wood Block   | EACH            | 1   | \$ 35.00   | \$ 35.00       |
| 4.11.85.       | <b>Repair</b> - Remove and Replace 6-inch x 8-inch x 14-inch Wood Block                                  | EACH            | 1   | \$ 40.00   | \$ 40.00       |
| 4.11.86.       | <b>New Installation</b> – 25-foot Deep Beam Rail   | EACH            | 1   | \$ 245.00  | \$ 245.00      |
| 4.11.87.       | <b>Repair</b> - Remove and Replace 25-foot Deep Beam Rail  | EACH            | 1   | \$ 255.00  | \$ 255.00      |

| Item #                  | Description   | Unit of Measure | Qty | Unit Price | Extended Total |
|-------------------------|---|-----------------|-----|------------|----------------|
| <b>BEST (continued)</b> |   |                 |     |            |                |
| 4.11.88.                | New Installation – 25-foot Deep Beam Rail Punched for Extruder                                    | EACH            | 1   | \$ 245.00  | \$ 245.00      |
| 4.11.89.                | Repair - Remove and Replace 25-foot Deep Beam Rail Punched for Extruder                           | EACH            | 1   | \$ 255.00  | \$ 255.00      |
| 4.11.90.                | New Installation – Impact Head  | EACH            | 1   | \$ 785.00  | \$ 785.00      |
| 4.11.91.                | Repair - Remove and Replace a new Impact Head   | EACH            | 1   | \$ 800.00  | \$ 800.00      |
| 4.11.92.                | New Installation – Groundline Strut   | EACH            | 1   | \$ 50.00   | \$ 50.00       |
| 4.11.93.                | Repair - Remove and Replace Groundline Strut  | EACH            | 1   | \$ 60.00   | \$ 60.00       |
| 4.11.94.                | New Installation – Cable Assembly including Pipe Sleeve, Bearing Plate, and Cable Anchor          | EACH            | 1   | \$ 105.00  | \$ 105.00      |
| 4.11.95.                | Repair - Remove and Replace Cable Assembly including Pipe Sleeve, Bearing Plate, and Cable Anchor | EACH            | 1   | \$ 110.00  | \$ 110.00      |
| 4.11.96.                | New Installation – Steel Foundation Tube with Soil Plate  | EACH            | 1   | \$ 90.00   | \$ 90.00       |
| 4.11.97.                | Repair - Remove and Replace Steel Foundation Tube with Soil Plate                                 | EACH            | 1   | \$ 100.00  | \$ 100.00      |
| <b>Miscellaneous</b>    |   |                 |     |            |                |
| 4.11.98.                | New Installation – Object Marker (OM12-1V)  | EACH            | 1   | \$ 50.00   | \$ 50.00       |
| 4.11.99.                | Repair - Remove and Replace Object Marker (OM12-1V)   | EACH            | 1   | \$ 60.00   | \$ 60.00       |
| <b>SRT-350</b>          |   |                 |     |            |                |
| 4.11.100.               | New Installation – 6-inch x 8-inch x 45-inch Wood Post 1-2  | EACH            | 1   | \$ 75.00   | \$ 75.00       |
| 4.11.101.               | Repair - Remove and Replace 6-inch x 8-inch x 45-inch Wood Post 1-2                               | EACH            | 1   | \$ 90.00   | \$ 90.00       |
| 4.11.102.               | New Installation – 6-inch x 8-inch x 72-inch Wood Post 3-9  | EACH            | 1   | \$ 110.00  | \$ 110.00      |
| 4.11.103.               | Repair - Remove and Replace 6-inch x 8-inch x 72-inch Wood Post 3-9                               | EACH            | 1   | \$ 120.00  | \$ 120.00      |
| 4.11.104.               | New Installation – 6-inch x 8-inch x 14-inch Wood Block   | EACH            | 1   | \$ 35.00   | \$ 35.00       |
| 4.11.105.               | Repair - Remove and Replace 6-inch x 8-inch x 14-inch Wood Block                                  | EACH            | 1   | \$ 40.00   | \$ 40.00       |
| 4.11.106.               | New Installation – Strut Assembly   | EACH            | 1   | \$ 50.00   | \$ 50.00       |
| 4.11.107.               | Repair - Remove and Replace Strut Assembly  | EACH            | 1   | \$ 60.00   | \$ 60.00       |
| 4.11.108.               | New Installation – First Slotted 12.5-foot Guardrail Panel  | EACH            | 1   | \$ 175.00  | \$ 175.00      |
| 4.11.109.               | Repair - Remove and Replace First Slotted 12.5-foot Guardrail Panel                               | EACH            | 1   | \$ 185.00  | \$ 185.00      |
| 4.11.110.               | New Installation – Second Slotted 12.5-foot Guardrail Panel                                       | EACH            | 1   | \$ 175.00  | \$ 175.00      |
| 4.11.111.               | Repair - Remove and Replace Second Slotted 12.5-foot Guardrail Panel                              | EACH            | 1   | \$ 185.00  | \$ 185.00      |
| 4.11.112.               | New Installation – Barrier End Nose Piece   | EACH            | 1   | \$ 785.00  | \$ 785.00      |
| 4.11.113.               | Repair - Remove and Replace Barrier End Nose Piece  | EACH            | 1   | \$ 800.00  | \$ 800.00      |
| 4.11.114.               | New Installation – Steel Foundation Tube with Soil Plate  | EACH            | 1   | \$ 90.00   | \$ 90.00       |

| Item #                     | Description  | Unit of Measure | Qty | Unit Price | Extended Total      |
|----------------------------|--|-----------------|-----|------------|---------------------|
| <b>SRT-350 (continued)</b> |  |                 |     |            |                     |
| 4.11.115.                  | Repair - Remove and Replace Steel Foundation Tube with Soil Plate          | EACH            | 1   | \$ 100.00  | \$ 100.00           |
| <b>Terminal End Marker</b> |  |                 |     |            |                     |
| 4.11.116.                  | New Installation - Type III Black and Yellow Object Marker on End Terminal | EACH            | 1   | \$ 40.00   | \$ 40.00            |
| 4.11.117.                  | Repair - Install Type III Black and Yellow Object Marker on End Terminal   | EACH            | 1   | \$ 45.00   | \$ 45.00            |
| <b>Grand Total</b>         |  |                 |     |            | <b>\$ 66,423.00</b> |

**EXHIBIT A**  
**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

**1. Prior Services Performed for:**

Company Name: Branson Public Schools  
Address: 400 Cedar Ridge Drive  
Branson, MO 65616

Contact Name: Dwight Cutler  
Telephone Number: 417-336-1891

Date of Contract: 11/9/06  
Length of Contract: one week

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

**2. Prior Services Performed for:**

Company Name: Green County Purchasing Dept  
Address: 933 N. Roberson, Top Floor  
Springfield, MO 65802

Contact Name: Laura Merriman  
Telephone Number: 417-868-4188

Date of Contract: 9/1/05  
Length of Contract: two years

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

**3. Prior Services Performed for:**

Company Name: Cole County Dept of Public Works  
Address: 5055 Monticello Road  
Jefferson City, MO 65109

Contact Name: Joyce Hickman  
Telephone Number: 573-636-3614

Date of Contract: 8/8/06  
Length of Contract: three weeks

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



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

October Session of the October Adjourned Term. 20 07

In the County Commission of said county, on the 11<sup>th</sup> day of October 20 07

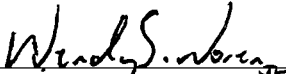
the following, among other proceedings, were had, viz:

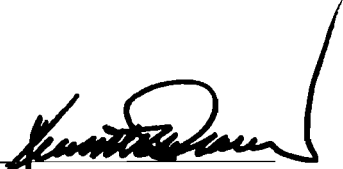
Now on this day the County Commission of the County of Boone does hereby receive and accept the following plat and authorizes the Presiding Commissioner to sign said plat:

1. Robertson Subdivision. S28-T51N-R11W. A-2. David and Connie Robertson, owners.  
 Donald E. Bormann, surveyor.

Done this 11<sup>th</sup> day of October, 2007.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Kenneth M. Pearson  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned Term. 20 07

In the County Commission of said county, on the 11<sup>th</sup> day of October 20 07

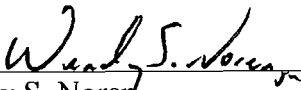
the following, among other proceedings, were had, viz:

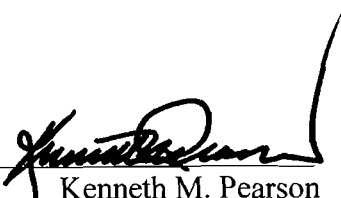
Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision along with the bond for sewer improvements in the amount of \$10,100 and authorize the presiding commissioner to sign said plat and bonding documents:

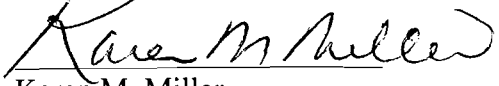
1. Southfork of the Grindstone Plat 2. S16-T48N-R12W. C-G. GM Columbia Properties LLC, owner. James R. Jeffries, surveyor.


Done this 11<sup>th</sup> day of October, 2007.

ATTEST:

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

  
 \_\_\_\_\_  
 Kenneth M. Pearson  
 Presiding Commissioner

  
 \_\_\_\_\_  
 Karen M. Miller  
 District I Commissioner

  
 \_\_\_\_\_  
 Skip Elkin  
 District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

October Session of the October Adjourned Term. 20 07

In the County Commission of said county, on the 11<sup>th</sup> day of October 20 07

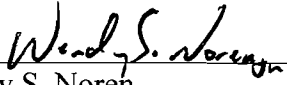
the following, among other proceedings, were had, viz:

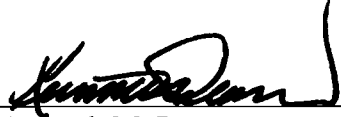
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment:

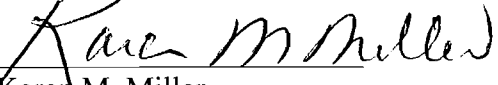
| Department | Account | Department Name             | Account Name                                  | Decrease | Increase  |
|------------|---------|-----------------------------|---|----------|-----------|
| 1243       | 71101   | Judicial Grants & Contracts | Professional Services                         |          | \$1950.00 |
| 1243       | 22500   | Judicial Grants & Contracts | Resource Materials Subscriptions/Publications |          | \$1191.00 |
| 1243       | 85620   | Judicial Grants & Contracts | Other Medical                                 |          | \$286.00  |
| 1243       | 03411   | Judicial Grants & Contracts | Federal Grant Reimbursement                   |          | \$3427.00 |

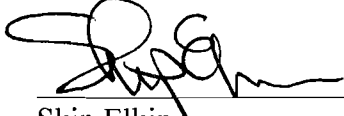
Done this 11<sup>th</sup> day of October, 2007.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Kenneth M. Pearson  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

October Session of the October Adjourned

Term. 20 07

In the County Commission of said county, on the

11<sup>th</sup> day of October 20 07

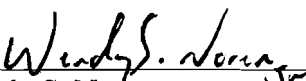
the following, among other proceedings, were had, viz:

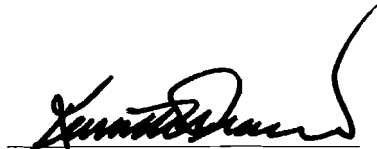
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment:

| Department | Account | Department Name             | Account Name                | Decrease | Increase  |
|------------|---------|-----------------------------|-----------------------------|----------|-----------|
| 1243       | 03411   | Judicial Grants & Contracts | Federal Grant Reimbursement |          | \$6681.00 |
| 1243       | 10100   | Judicial Grants & Contracts | Salaries                    |          | \$3341.00 |
| 1243       | 10200   | Judicial Grants & Contracts | FICA                        |          | \$256.00  |
| 1243       | 91300   | Judicial Grants & Contracts | Machinery & Equip.          |          | \$1844.00 |
| 1243       | 22500   | Judicial Grants & Contracts | Publications                |          | \$717.00  |
| 1243       | 85620   | Judicial Grants & Contracts | Other Medical               |          | \$523.00  |

Done this 11<sup>th</sup> day of October, 2007.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Kenneth M. Pearson  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

October Session of the October Adjourned

Term. 20 07

In the County Commission of said county, on the

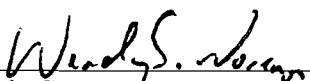
11<sup>th</sup> day of October 20 07


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

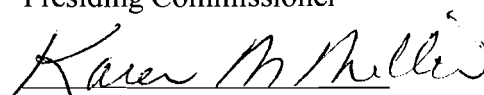
Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Thursday, October 11, 2007, immediately following commission. The meeting will be held in Room 243 of the Roger B Wilson Boone County Government Center at 801 E Walnut, Columbia, Missouri, as authorized by 610.021 (2) RSMo to discuss leasing, purchase or sale of real estate by a public government body where public knowledge of the transaction might adversely affect the legal consideration therefore.

Done this 11<sup>th</sup> day of October, 2007.

ATTEST:

  
 Wendy S. Noreh  
 Clerk of the County Commission

  
 Kenneth M. Pearson  
 Presiding Commissioner

  
 Karen M. Miller  
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 Skip Elkin  
 District II Commissioner