

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 14

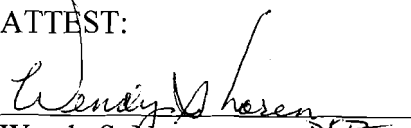
In the County Commission of said county, on the 4th day of February 20 14

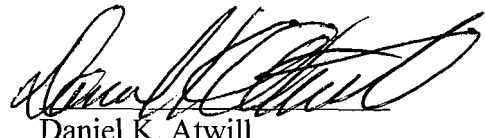
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby proclaim the week of February 2-8, 2014 Missouri Farm Bureau Thank a Farmer Week. It is further ordered the Boone County Commissioners are hereby authorized to sign the attached proclamation

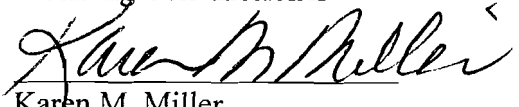
Done this 4th day of February, 2014.

ATTEST:


Wendy S. Moren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

**PROCLAMATION IN RECOGNITION OF
MISSOURI FARM BUREAU THANK A FARMER WEEK
FEBRUARY 2 - 8, 2014**

Whereas, America's farmers and ranchers provide food that satisfies the tastes and preferences of today's consumers; and

Whereas, one farmer produces food and fiber for 154 people in the United States and abroad; and

Whereas, U.S. consumers spend approximately 10 percent of their disposable income on food each year, less than any country in the world; and

Whereas, Missouri Farm Bureau Thank a Farmer week is February 2 – 8, 2014; and

Whereas, America's farmers and ranchers not only provide the food we eat but also help sustain rural communities, preserve open space and wildlife habitat and protect the environment; and

Whereas, farming and ranching play a vital role in the economy of the country and each county in the state; and

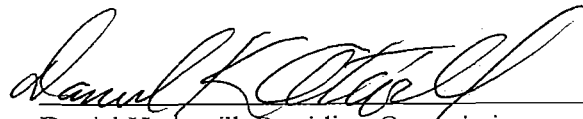
Whereas, farmers are professionals in their career of providing food and fiber and work behind the scenes to provide a food supply that is abundant, affordable overall, and among the world's safest; and

Whereas, February 2-February 8, 2014 is recognized as Missouri Farm Bureau Thank a Farmer Week;

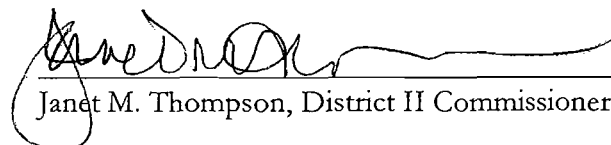
Therefore, the Boone County Commission does hereby proclaim February 2-February 8, 2014 to be **Missouri Farm Bureau Thank a Farmer Week** throughout Boone County and express appreciation for the efforts of farmers within Boone County and across the state of Missouri.

IN TESTIMONY WHEREOF, this 4th day of February, 2014.

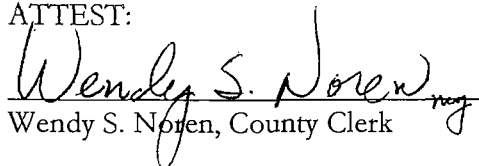



Daniel K. Atwill, Presiding Commissioner


Karen M. Miller, District I Commissioner


Janet M. Thompson, District II Commissioner

ATTEST:


Wendy S. Noren, County Clerk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

February Session of the January Adjourned

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In the County Commission of said county, on the 4th day of February 20 14

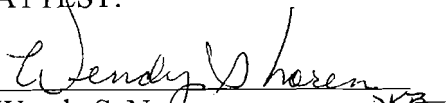
the following, among other proceedings, were had, viz:

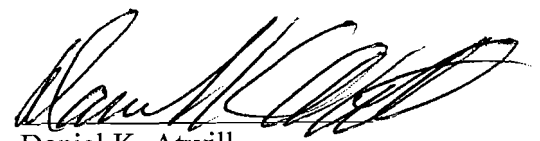
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the National Joint Powers Alliance Cooperative Contract 060311-CEC to purchase one (1) Bobcat 3650 Utility Terrain Vehicle from Clark Equipment Company d/b/a Bobcat Company.

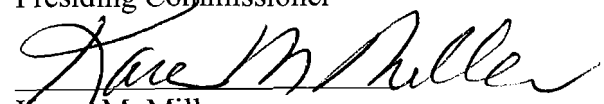
The terms of this Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.


Done this 4th day of February, 2014.

ATTEST:


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


 Daniel K. Atwill
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

Boone County Purchasing

Amy Robbins
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins
DATE: January 28, 2014
RE: National Joint Powers Alliance (NJPA) Cooperative Contract 060311-CEC – Heavy Equipment

The Purchasing and Facilities Maintenance Departments request permission to utilize the National Joint Powers Alliance (NJPA) Cooperative Contract 060311-CEC with Clark Equipment Company D/B/A Bobcat Company to purchase a Bobcat 3650 Utility Terrain Vehicle (UTV.)

Total cost for the UTV is \$30,077.78 and will be paid from department 6100 – Facility & Grounds MTCE, account 91300 - Machinery & Equipment.

cc: Contract File
Bob Davidson / Jody Moore, Facilities Maintenance

**PURCHASE AGREEMENT
FOR
UTILITY TERRAIN VEHICLE**

THIS AGREEMENT dated the 4th day of February 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Clark Equipment Company D/B/A Bobcat Company**, herein "Vendor."

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 in compliance with all bid specifications and any addendum issued for the National Joint Powers Alliance (NJPA) Contract **060311-CEC**, Bobcat of St. Louis Quotation Number CMS-22564, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the NJPA Contract 060311-CEC and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) new Bobcat 3650 (MY13) Utility Vehicle Deluxe Package as follows:

<u>Description</u>	<u>List Price</u>	<u>Discount</u>	<u>Contract Price</u>
Bobcat 3650 (MY13) Deluxe Package	\$24,749.00	16%	\$20,789.16
• Includes: Wiper Blades & Washer Fluid, Glass Windshield, Rear Glass Windshield, Sound Kit, Premium Doors, Premium Roof, HVAC			
Snow Blade, 69"	\$ 1,898.00	24%	\$ 1,442.48
Angle Broom, 70"	\$ 4,234.00	24%	\$ 3,217.84
Bucket, 62"	\$ 506.00	24%	\$ 384.56
Mower, 66"	\$ 3,031.00	24%	\$ 2,303.56
Pallet Forks	\$ 825.00	24%	\$ 627.00
Freight			\$ 1,313.18
TOTAL			\$30,077.78

For a grand contract total of **Thirty Thousand Seventy Seven Dollars and Seventy Eight Cents (\$30,077.78)**.

3. **Delivery** - Vendor agrees to deliver equipment as set forth in the bid documents and within 90 days after receipt of order. Delivery shall be to Boone County Facilities Maintenance, Attn: Bob Davidson, 613 E. Ash Street, Room 107, Columbia, MO 65201.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Maintenance Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. 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 Vendor, 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.

53-2014

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. **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.

**CLARK EQUIPMENT COMPANY
D/B/A BOBCAT COMPANY**

by Crystal Shamm
title Court Acct Support Mgr

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk *DKB*

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

Jane E. Pitchford
Signature *by cef*

1/28/14
Date

6100-91300 - \$30,077.78

Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
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. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
4. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
5. The delivery date shall be stated in definite terms.
6. 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.
7. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
8. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
9. Prices must be as stated in units of quantity specified, and must be firm.
10. 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.
11. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
12. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
14. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Crystal Stram, Govt Acct Support Manager
Name and Title of Authorized Representative

Crystal Stram 1-24-14
Signature Date



Bobcat

Product Quotation

Quotation Number: CMS-22564
Date: 2014-01-09 20:22:09

Customer Name/Address:	Bobcat Dealer	Contract Holder/Manufacturer
BOONE COUNTY P.W. Attn: AMY ROBBINS 613 E. ASH ST. RM 109 Store No. 00000 COLUMBIA, MO 65201 Phone: (573) 886-4392 Fax: (573) 886-4390	Rob Bobcat of St. Louis - 1101 N. LENWAY DR. COLUMBIA MO 65202 Phone: (573) 886-9435 Fax: (573) 886-9434	Bobcat Company PO Box 6000 West Fargo, ND 58078 Phone: 701-241-8719 Fax: 701-280-7860 Contact: Crystal Stram crystal.stram@doosan.com

Description

3650 (MY13) Deluxe Package

Engine

- Key Start
- Liquid Cooled
- Three Cylinder Diesel
- Pressurized Oiling system with Spin-on Filter
- Spark Arrestor Exhaust System

Drive System

- Hydrostatic
- Four Wheel Drive - Lockable Rear Differential
- Forward Travel, Two range (H/L)
- CV Guard, Front
- Gear Selector, P-N-L-H
- Mechanical Parking
- Brakes - 4-Wheel, Hydraulic Disc with Dual-Bore Front Calipers

Suspension & Steering

- Front - Independent, Dual A-Arm
- Rear- De Dion
- Hydraulic Rack & Pinion Power Steering
- Tilt Steering

Operator Compartment

- Factory Cab with Heat and AC
- Windshield Wiper & Wash
- Sound Kit
- Beverage Holder (3)
- Bucket Seats (2 Occupants) with under seat storage
- 2 Seat Belts with 3-Point Restraint

Warranty, 12 months/1,000 hours

Part No	Qty	Price Ea.	Total
7184381-MY13PKG1	1	\$20,789.16	\$20,789.16
Wheels/Tires			
• Front, 25x10-12 tires - 12x6 orange steel rim			
• Rear, 25x11-12 tires - 12x8 orange steel rim			
Electrical			
• Headlights, High & Low Beams			
• LED Tail & Brake Lights			
Instrumentation Panel			
• Indicator Lights: Glow Plug, Seat Belt Reminder, High Beam On, Engine Oil Pressure Low, Engine Temp High, Hydraulic Oil Temp High, Hydraulic Oil Filter Plugged, and Service Engine.			
• Digital Display: Engine Temp, Engine RPM, Voltage Low, Voltage High, Trip, Hour Meter, Tachometer, Fuel Level, Clock, Drive Mode, Odometer and Gear Selector.			
• Analog Display: Speedometer			
Cargo Box and Frame			
• Cargo Box with Power Lift			
• Quick Latch Tailgate			
• Rear Receiver Hitch - 2 in.			
• Skid Plates			
• ROPS (Roller Over Protective Structure)			
M.A.X. (Multi-Attachment eXchange) System/PTO			
• Front PTO Guard			
• Joystick Operation- Tilt, Raise/Lower, Float and Tilt Lockout Feature			
• RPM Regulator Lever			
• PTO Engage Button			

Snow Blade, 69"	7219794	1	\$1,442.48	\$1,442.48
UTV Angle Broom, 70"	7223575	1	\$3,217.84	\$3,217.84
UTV Bucket, 62"	7204758	1	\$384.56	\$384.56
UTV Mower, 66"	7211700	1	\$2,303.56	\$2,303.56
UTV Pallet Forks	7204847	1	\$627.00	\$627.00

Total of Items Quoted	\$28,764.60
Freight Charges	\$1,313.18
Quote Total - US dollars	\$30,077.78

**Prices per the NJPA Contract #060311-CEC. Effective: 11-15-2012 to 07-19-2014*

**Customer must be a Coop Member to buy off contract – Log onto www.njpacoop.org if not a member to sign up.*

**Terms Net 30 Days. Credit cards accepted.*

**FOB Destination*

**Delivery: 90 days from ARO.*

**State Sales Taxes apply.*

**TID# 38-0425350*

**Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, PO Box 6000, West Fargo, ND 58078.*



Bobcat®

**Clark Equipment Company Awarded NJPA
National Contract
for Heavy Equipment**

National Contract #060311-CEC: "Heavy Equipment" has been added to the competitively bid products and services available to NJPA Members.

Staples, MN (June 3, 2011) – Clark Equipment Company, a leading provider of compact equipment for global construction, rental, landscaping, agriculture, grounds maintenance, government, utility, industrial and mining markets; has been awarded the contract for "Heavy Equipment" by the National Joint Powers Alliance®. The contract was approved on June 3, 2011 and is available nationally to NJPA Members.

The world-renowned Bobcat & Doosan brand stands for proven dependability and rugged durability. Clark is committed to delivering the market's best compact equipment solutions that are tough, rugged and durable. Clark is North Dakota's largest manufacturer, with the most extensive compact equipment distribution network in the world. Clark has earned a very favorable reputation with the many users of the company's machines and equipment, including a significant number of users working for the government in some form or another. Clark machinery is used by municipal, state, and Federal agencies, including all branches of the military.

"We are honored to join forces with an organization with as strong of roots as Clark," said NJPA Director of Contracts and Marketing Mike Hajek. "We strongly believe Clark will provide the solutions and follow-through that so many of our Members seek."

The NJPA contract enables government, education and non-profit agencies a purchasing solution that satisfies most agencies' competitive bid requirements. Buildings, grounds and other groups now have access to industry-preferred equipment via a competitively bid contract.

About Clark:

Clark Equipment Company is a leading provider of heavy equipment for global construction, rental, landscaping, agriculture, grounds maintenance, government, utility, industrial and mining markets. We strive to empower our customers to do their jobs more efficiently and effectively. We're North Dakota's largest manufacturer, with the most extensive compact equipment distribution network in the world.

About NJPA:

The National Joint Powers Alliance® (NJPA) is a Municipal Contracting government agency established through legal statute in 1978. NJPA serves over 35,000 Members throughout the nation with competitively awarded purchasing solutions from industry-leading vendors.

About Contract # 060311-CEC:

Kelly McAllister
218-894-5468
kelly.mcallister@njpacoop.org

Press Contact:

Jill Kinsley
218-894-5474
Jill.kinsley@njpacoop.org

For more information:

www.njpacoop.org
www.bobcat.com/government

Bobcat Discounts

26% - Skid Steer Loaders, Compact Track Loaders

24% - All Wheel Steer Loaders

15% - Mini Track Loader

12% - Toolcat Utility Workmachine

16% - Utility Vehicles

24% - VersaHandlers

30% - Excavators

24% - E60/E80 Excavators

20% - Compact Tractors

24% - All Attachments

Doosan Discounts

15% - Wheel Loaders

15% – Excavators

15% - Wheeled Excavators

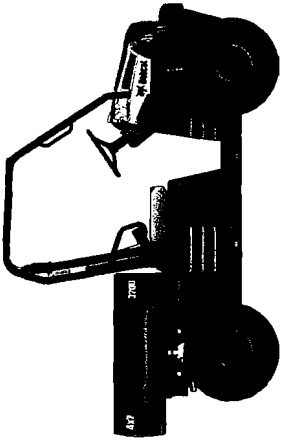
10% Articulated Dump Trucks

NJPA Contract
06031-CEC



Part Number	Utility Vehicles Description	SLP in US\$	Labor Charges	Discount Percent	Price
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7184374-MY13STD	3200 Utility Vehicle	8,709.00	0.00	16.0%	\$7,315.56
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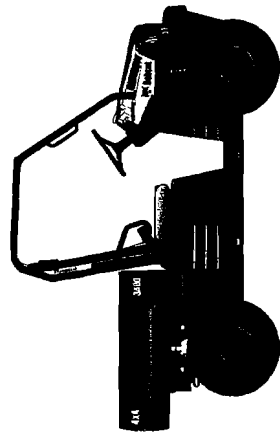


Part Number	Utility Vehicles Description	SLP in US\$	Labor Charges	Discount Percent	Price
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7184375-MY13STD	3400 Utility Vehicle—Standard Gas	10,736.00	0.00	16.0%	\$9,018.24
7184375-MY13PKG1	3400 Utility Vehicle—Deluxe Gas	11,584.00	0.00	16.0%	\$9,730.56
7184376-MY13STD	3400 Utility Vehicle—Standard Diesel	12,970.00	0.00	16.0%	\$10,894.80
7184376-MY13PKG1	3400 Utility Vehicle—Deluxe Diesel	14,615.00	0.00	16.0%	\$12,276.60

*Deluxe Gas Vehicles Includes: Brush Guard, Cargo Box with Power Lift Assist

*Deluxe Diesel Vehicles Includes: Power Steering, Brush Guard, Bench Seat and Cargo Box with Power Lift Assist



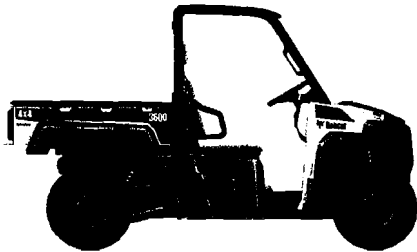
Part Number	Utility Vehicles Description	SLP in US\$	Labor Charges	Discount Percent	Price
7184377-MY13STD	3400XL Utility Vehicle—Standard Gasoline	12,770.00	0.00	16.0%	\$10,726.80
7184378-MY13STD	3400XL Utility Vehicle—Standard Diesel	14,531.00	0.00	16.0%	\$12,206.04
7184378-MY13PKG1	3400XL Utility Vehicle—Deluxe Diesel	16,207.00	0.00	16.0%	\$13,613.88

***Deluxe Diesel Vehicles Includes: Power Steering, Brush Guard, Bench Seat, Cargo Box with Power Lift Assist**



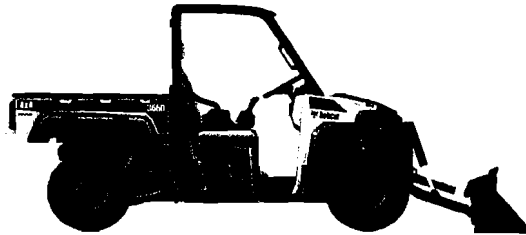
Part Number	Utility Vehicles Description	SLP in US\$	Labor Charges	Discount Percent	Price
7184380-MY13-STD	3600 Utility Vehicle—Diesel - Standard	15,669.00	0.00	16.0%	\$13,161.96
7184380-MY13-PKG1	3600 Utility Vehicle—Diesel - Deluxe*	21,249.00	0.00	16.0%	\$17,849.16

***Deluxe Diesel Vehicles Includes: Wiper Blade, Washer, Glass Windshield, Rear Windshield, Sound Kit, Premium Doors, Premium Roof, HVAC (Heating, Ventilation, & Air Conditioning), Power Box Lift.**



Part Number	Utility Vehicles Description	SLP in US\$	Labor Charges	Discount Percent	Price
7184381-MY13-STD	3650 Utility Vehicle—Diesel - Standard	19,169.00	0.00	16.0%	\$16,101.96
7184381-MY13-PKG1	3650 Utility Vehicle—Diesel - Deluxe*	24,749.00	0.00	16.0%	\$20,789.16

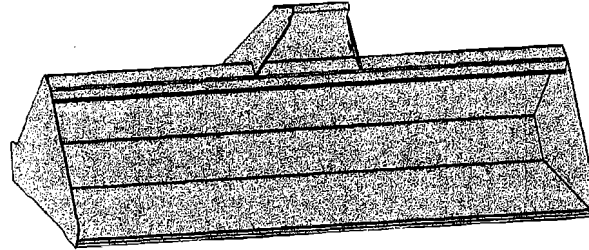
*Deluxe Diesel Vehicles Includes: Wiper Blade & Washer Fluid, Glass Windshield, Rear Glass Windshield, Sound Kit, Premium Doors, Premium Roof, HVAC (Heating, Ventilation, & Air Conditioning)



NJPA Contract
06031-CEC

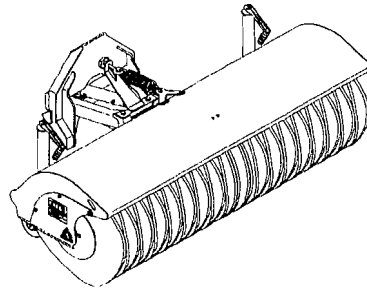


Part Number	Bucket Description	SLP in US\$	Discount Percent	Labor	Price
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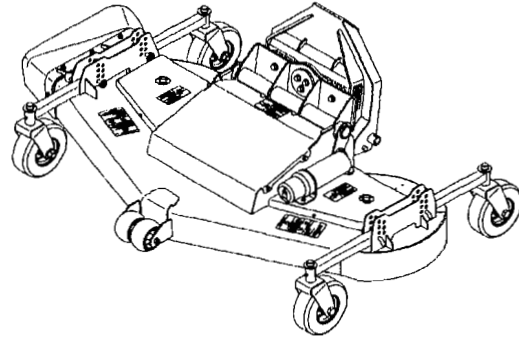
(3650) 7204758	Bucket, 62" (Has a ROC of 500 lbs and an ISO Heaped Capacity of 4.7 ft ³)	\$506.00	24.0%	\$0.00	\$384.56
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Part Number	Angle Broom Description	SLP in US\$	Discount Percent	Labor	Price
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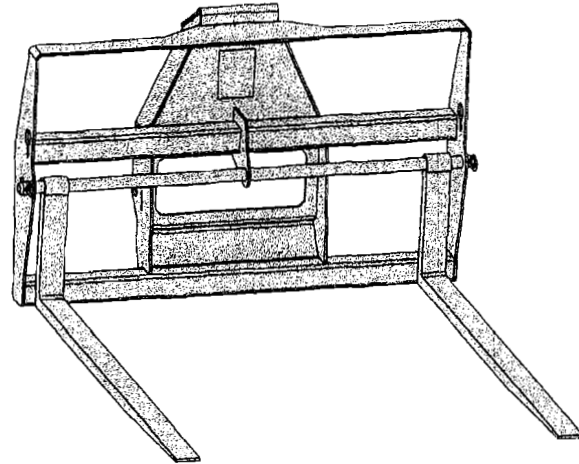
(3650) 7223575	Angle Broom, 70" (Incls PTO-Category I Driveline, shear bolt drive protection, replaceable wafer bristles & adj wheels)	\$4,234.00	24.0%	\$0.00	\$3,217.84
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Part Number	Mower Description	SLP in US\$	Discount Percent	Labor	Price
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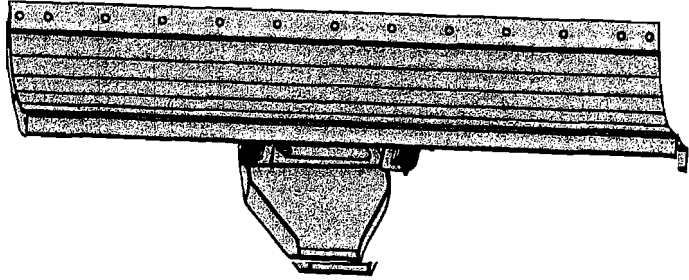
(3650) 7211700	Mower, 66" (Incls anti-scalp wheels & blade rotation indicators)	\$3,031.00	24.0%	\$0.00	\$2,303.56
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Part Number	Pallet Forks Description	SLP in US\$	Discount Percent	Labor	Price
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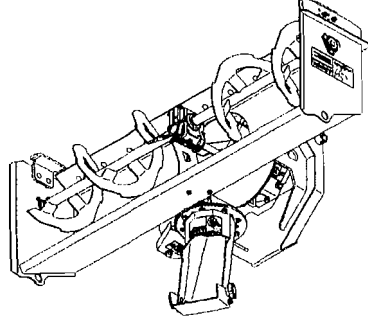
(3650) 7204847	Pallet Fork Frame and Teeth (Has a ROC of 450 lbs at 18" on the pallet forks)	\$825.00	24.0%	\$0.00	\$627.00
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Part Number	Description	SLP in US\$	Discount Percent	Labor	Price
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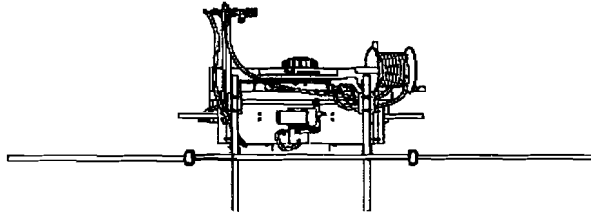
(3650)	7219794	Snow Blade, 69"	(Incls Bolt-on replaceable cutting edge)	\$1,898.00	24.0%	\$0.00	\$1,442.48
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Part Number	Description	SLP in US\$	Discount Percent	Labor	Price
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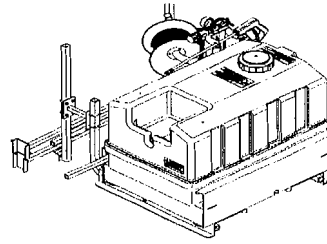


(3650)	7204960	Snowblower, 62"	(Incls PTO-Category 1 Driveline, shear bolt protection, adj and replaceable skid shoes and reversible bolt-on cutting edge)	\$4,093.00	24.0%	\$0.00	\$3,110.68
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Part Number	Description	SLP in US\$	Discount Percent	Labor	Price
-------------	-------------	-------------	------------------	-------	-------



SPR40 Sprayer



Box Mounted Sprayer, 60 Gal.

(3400, 3400XL)

7139668

SPR40 Sprayer

(Includes tank, boom, pressure gauge and regulator, spray wand, 50' hose and hose reel)

(Must also order wiring harness - PN 7139670)

(Price includes \$450 for installation)

\$1,228.00

24.0%

\$450.00

\$1,383.28

7139670

Wiring Harness for SPR40 Sprayer

\$90.00

24.0%

\$0.00

\$68.40

(3650)

7222447

Box Mounted Sprayer, 60 Gal.

(Includes tank, boom, pressure gauge and regulator, spray wand, 50' hose and hose reel)

(Must also order wiring harness, PN 7200094)

(Price includes \$450 for installation)

\$1,219.00

24.0%

\$450.00

\$1,376.44

7200094

Wiring Harness for 60 Gal Sprayer

\$120.00

24.0%

\$0.00

\$91.20

Proposal Offering
And Acceptance and Award
RFP #060311

FORM D

HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES.

Proposal Offering (To be completed Only by Proposer)

In compliance with the Request for proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES, the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined products/services and services in compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this offer is the sole responsibility of the Proposer.

Company Name: Clark Equipment Company Date: 5/27/2011

Company Address: 250 East Beaton Ar.

City: West Fargo State: ND Zip: 58078

Contact Person: Mike Kotzbacher Title: Government Accounts Manager

Authorized Signature (ink only): [Signature] Mike Kotzbacher
(Name printed or typed)

Contract Acceptance and Award (To be completed only by NJPA)

Your proposal offering is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined goods and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, and the Proposer's Response. The effective date of the Contract be 19 July, 2011 and continue for four years thereafter AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: [Signature] Lane D. Waldahl
(Name printed or typed)

Title: Board Clerk

Awarded this 19th day of July, 2011

Contract Number # 060311-CEC

NJPA Authorized signature: [Signature] TODD LYSCIO
(Name printed or typed)

Title: EXECUTIVE DIRECTOR

Executed this 20th day of July

Contract Number # 060311-CEC

VENDOR QUESTIONNAIRE

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS AND SPECIFICATIONS REQUEST

Form C

Company Name: Clark Equipment Company dba Bobcat Company and Doosan Infracore Construction Equipment America.

Note: **Original must be signed** and inserted in the inside front cover pouch. Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Please sign and date the bottom of each page of this document.

RFP Page Number	Section	Term, Condition, or Specification	Exception
20	4.56	Shipping Program	FOB Factory
16	4.26	Sourced Goods	No sourced goods will be offered

RFP 060311

O. SHIPPING AND SHIPPING PROGRAM

4.49 Shipping program for material only proposals, or sections of proposals, must be defined and tabbed under Tab 9 as a part of the cost of goods. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. No COD orders will be accepted. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order.

4.50 Any shipping cost charged to NJPA or NJPA Members will be considered to be part of “proposal pricing.”

4.51 Additional costs for expedited deliveries will be at the additional shipping or handling expense to the NJPA Member.

4.52 Selection of a carrier for shipment will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the requester.

4.53 Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

4.54 Proposals containing restocking fees are less advantageous than those not containing re-stocking fees. That being said, certain industries cannot avoid restocking fees. Certain industries providing made to order goods may not allow returns. With regard to returns and restocking fees, Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects. Where used, restocking fees in excess of 15% will not be considered excessive. Restocking fees may be waived, at the option of the Proposer/Vendor. Indicate all shipping and re-stocking fees in price program under Tab 9.

4.55 Proposer agrees shipping errors will be at the expense of the Vendor. For example, if a Vendor ships a product that was not ordered by the member, it is the responsibility of the Vendor to pay for return mail or shipment at the convenience of the member.

4.56 Unless specifically stated otherwise in the “Shipping Program” of a Proposer’s Response, all prices quoted must be F.O.B. destination with the freight prepaid by the Vendor. Time is of the essence on this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

4.57 Goods and materials must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the item of delivery, the goods shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

4.58 Vendor shall deliver Contract conforming products in each shipment and may not substitute products without approval from NJPA Member.

4.59 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of a non-conforming product, NJPA Member will immediately notify Vendor and Vendor will replace non-conforming product with conforming product.

Search Results

Current Search Terms: Clark* equipment* company*

Your search for "Clark* Equipment* Company*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	CLARK EQUIPMENT COMPANY	Status: Active
DUNS: 152762931	CAGE Code: 1QK63	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 08/16/2014	Delinquent Federal Debt? No	

Entity	CLARK EQUIPMENT COMPANY	Status: Active
DUNS: 829279194	CAGE Code: 33968	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 05/10/2014	Delinquent Federal Debt? No	

Glossary

Search Results

Entity
Exclusion

Search

Filters

By Record
Status

By
Functional
Area - Entity
Management

By
Functional
Area -
Performance
Information

SAM | System for Award Management 1.0

IBM v1.1425.20131220-1428

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



CLARK EQUIPMENT COMPANY
DUNS: 152762931 CAGE Code: 1QK63
Status: Active

250 BEATON DR
WEST FARGO, ND, 58078-2656
UNITED STATES

Entity Overview

Entity Information

Name: CLARK EQUIPMENT COMPANY
Doing Business As: BOBCAT COMPANY
Business Type: Business or Organization
POC Name: Crystal Stram
Registration Status: Active
Activation Date: 08/16/2013
Expiration Date: 08/16/2014

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.1425.20131220-1428

WWW2

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



Frank

1/15/14
REQUEST DATE

**PURCHASE REQUISITION
BOONE COUNTY, MISSOURI**

14953
VENDOR NO.

Clark Equipment Company d/b/a Bobcat Co
VENDOR NAME

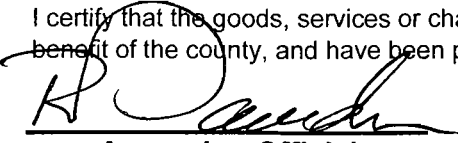
060311-CEC
BID NUMBER

Ship to Department # 6100

Bill to Department # 6100

Department	Account	Item Description	Qty	Unit Price	Amount
6100	91300	Bobcat 3650 (MY 13) Deluxe Package	1	30077.78	\$30,077.78
		(See Contract for Options)			
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
GRAND TOTAL:					<u>30,077.78</u>

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.


Approving Official

Prepared By

1/28/14

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 14

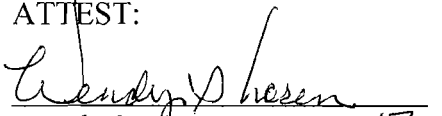
In the County Commission of said county, on the 4th day of February 20 14

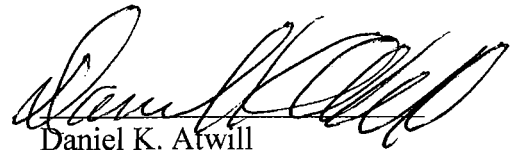
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve Contract Amendment Number Three to 55-26OCT10 – Telephone Business Handsets Term & Supply. The terms of this amendment are stipulated in the attached Contract Amendment Number Three. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number Three.

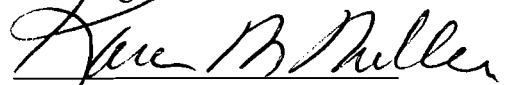
Done this 4th day of February, 2014.

ATTEST:


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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash St, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: January 27, 2014
RE: Amendment Number Three – 55-26OCT10 – Telephone Business Handsets

Contract 55-26OCT10 – Telephone Business Handsets was approved in commission on November 30, 2010. The attached amendment adds Meridian telephone model M5312-03 - (refurbished) for \$145.00 each to the contract with Technology Resource Center of America.

This is a County-wide Term and Supply contract.

cc: Bid File

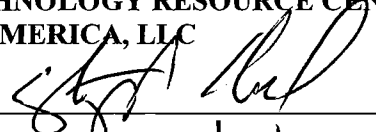
**CONTRACT AMENDMENT NUMBER 3
PURCHASE AGREEMENT FOR
55-26OCT10 – TELEPHONE BUSINESS HANDSETS**

The Agreement **55-26OCT10** dated November 30, 2010 made by and between Boone County, Missouri and **Technology Resource Center of America, LLC** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

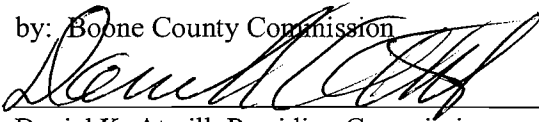
1. **Add** telephone with handset and handset cords: Meridian 5312-03 with Caller ID for a refurbished price of \$145.00 each.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement and Amendment #1 shall remain in full force and effect.

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

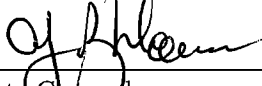
**TECHNOLOGY RESOURCE CENTER
OF AMERICA, LLC**

by 
title OWNER / SALES

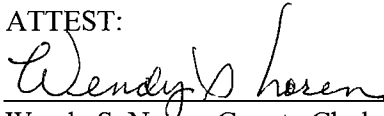
BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:


County Counselor

ATTEST:


Wendy S. Noren, County Clerk *DKB*

AUDITOR CERTIFICATION

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

 by  2/6/14 1118 / 23850 / \$145.00 ✓
Signature Date Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 14

In the County Commission of said county, on the 4th day of February 20 14

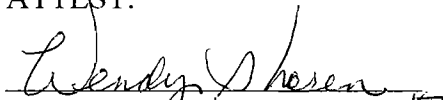
the following, among other proceedings, were had, viz:

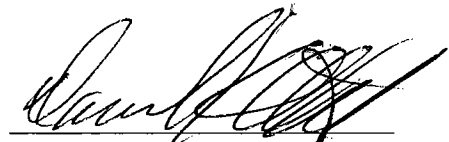
Now on this day the County Commission of the County of Boone does hereby award bid 04-07JAN14 -Deckover Tilt Trailer to Mellor Companies, Inc. and the disposal of one (1) 2002 Holden TS-10 Tag Trailer and one (1) 2003 Doolittle Tag Trailer.

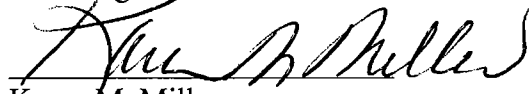
The terms of the bid award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement and Request for Disposal forms.

Done this 4th day of February, 2014.

ATTEST:


Wendy S. Noren DKB
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



613 E. Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO
DATE: January 28, 2014
RE: Bid Award: 04-07JAN14 – Deckover Tilt Trailer

04-07JAN14 – Deckover Tilt Trailer opened on January 14, 2014. One bid was received. Purchasing and Public Works recommend award to Mellor Companies, Inc. for \$11,585.00.

Invoice will be paid from department 2040 – Public Works Maintenance Operations, account 92300 – Replacement Machinery and Equipment. \$15,000 was budgeted for this purchase.

The Purchasing Department requests permission to dispose of the following surplus:
2003 Doolittle Tag Trailer, fixed asset tag 14088
2002 Holden TS-10 Tag Trailer, fixed asset tag 13194

Attached are the Disposal Forms for signature.

cc: Greg Edington, Public Works
Bid File

**PURCHASE AGREEMENT
FOR
Deckover Tilt Trailer**

THIS AGREEMENT dated the 4th day of February 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Mellor Companies, Inc.**, herein "Vendor."

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 a **Deckover Tilt Trailer**, bid number **04-07JAN14**, any applicable addenda, the Contractor's bid response dated **January 8, 2014** and executed by **Wesley Clarke** on behalf of the Contractor. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) Deckover Hydraulic Tilt Single Wheel Trailer for \$11,585.00.

3. **Delivery** - Vendor agrees to deliver equipment as set forth in the bid documents and within 10 weeks after receipt of order. Delivery shall be to Boone County Public Works, Attn: Greg Edington, 5551 Highway 63 South, Columbia, MO 65201.

4. **Title** - Title in the name of: Boone County Public Works. Address: 613 E. Ash, Room 110, Columbia, MO 65201.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. 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 Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

55-2014

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

MELLOR COMPANIES, INC.

BOONE COUNTY, MISSOURI

by Wesley Clarke

by: Boone County Commission

title Salesman

[Signature]
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

[Signature]
C.J. Dykhouse, County Counselor

Wendy S. Noren
Wendy S. Noren, County Clerk DKB

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

<u>Jan E. Pitchford</u>	<u>1/28/14</u>	2040-92300 - \$11,585.00
Signature <i>by cy D</i>	Date	Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price

shall govern.

16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

4. Response Form

4.1. Company Name: Mellor Trailers

4.2. Address: 1550 W. Ashley Rd

4.3. City/Zip: Boonville, MO 65233

4.4. Phone Number: 660-882-8433

4.5. Fax Number: 660-882-8625

4.6. Federal Tax ID: 43-1841900

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

4.7. PRICING

Price

4.7.1. Trailer as per Section 2. \$ 11,585⁻

4.8. Describe Warranty Features of all Items:

Trailer comes with a 1 year hitch to bumper warranty and a 2 year structural warranty. Other components carry their own warranty such as tires, jacks, axles, etc.

4.9. Describe Any Deviations

8" x 14lb I-beam mainframe (to lower deck height)
acid washed with automobile primer and top coat (not ~~primer~~ powder coat)
Channel outer deck frame (not square tubing)

4.10. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the 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.

4.10.1. Authorized Representative (Sign By Hand):

Wesley Clarke Date: 1/8/14
Print Name and Title of Authorized Representative

Wesley Clarke

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

Yes No

4.12. Delivery After Receipt of Order: 8-10 Weeks

MELLOR TRAILERS

1-Jan-2014
 Manufacturer's Sugg. Retail Price

15% Cash Discount

I-70 EXIT 101, 1 MILE NORTH ON HWY 5, BOONVILLE, MO

Includes Chrome Hubcovers

\$13,566

660-882-8433

DECKOVER HYDRAULIC TILT SINGLE WHEEL

MODEL#: DHT8020N14

8 1/2' X 20' (Flat) Tongue Pull Deckover

\$11,535
 + \$50-Deliver
\$11,585

(2) 7K EZ Lube Elec. Axles
 ST235-80R-16" 10-PR Tires on 8-Hole Wheel
 2 5/16" Adj. Coupler
 Dual Ram Hydraulics
 Battery w/Pwr Unit, Wrlss Rmte & A/C Chgr

Dual Pin S.L. Dropleg Jack (12K)
 Break-A-Way Switch
 HD Safety Chains
 Mud Flaps
 17° Tilt

2" Treated Lumber Floor
 Stake Pockets & Rub Rail
 L.E.D. Rubber Mounted Sealed Lights
 Sealed Wire Harness w/ 7-Way Light Plug
 Spare Tire Carrier

(Ship Wt.: 4,850# GAWR: 14,000# GVWR: 14,000#)

MAINFRAME & TONGUE: 8"

CROSS MEMBERS: 3" Channel

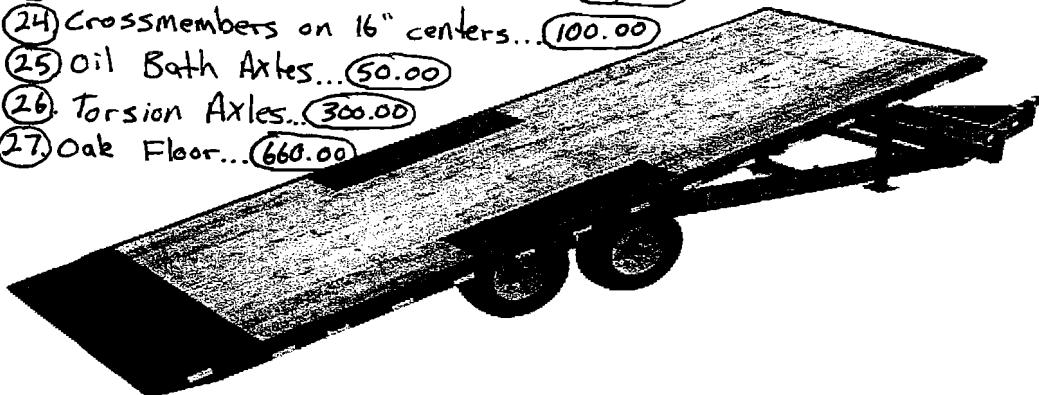
CENTERS: 24"

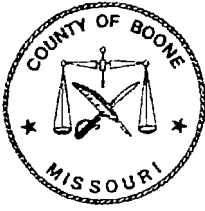
DECK HEIGHT: 34"

\$8,108.00

OPTIONS:

- ① Additional Footage (per 2') up to 30'..... **24'** 200.00 **x 2 = 400.00**
- 2. 4' Stationary Deck 600.00
- 3. 6' Stationary Deck..... 920.00
- 4. Custom Deck Lengths Not Mentioned Above..... Call for Pricing.
- ⑤ 2 - 8K EZ Lube Elec. Axles w/215-75R-17.5" LRH Tires..... **2800.00 (16,000# GVWR)**
- 6. Electric-Over-Hydraulic Brakes..... 1650.00
- ⑦ Upgrade to Hydraulic Scissor Lift **467.00**
- 8. Mesh in Tongue..... 149.00
- 9. Receiver Tube For Mounting A Winch..... 100.00
- 10. 1/8" Diamond Plate Steel Floor (per linear ft)..... 55.00
- 11. 3/16" Diamond Plate Steel Floor (per linear ft)..... 75.00
- 12. Gooseneck Option..... 650.00
- 13. Upgrade to LT235-85R-16" LRG 14-PR Tires..... 351.00 (set of 4)
- 14. ST 235-80R-16" 10-PR Spare Tire & Wheel..... 140.00
- 15. LT 235-85R-16" LRG 14-PR Spare Tire & Wheel..... 220.00
- 16. 215-75R-17.5" 16-PR Spare Tire & Wheel..... 262.00
- 17. Add 2nd Dual Pin S.L. Dropleg Jack..... 178.00
- ⑱ Twin 2-Speed Landing Gear w/Swivel Foot (50K)..... **537.00**
- 19. Twin 2-Speed D.L. Jacks (50K)..... 537.00
- 20. Single 2-Speed D.L. Jack w/Electric Motor & Battery..... 1113.00
- 21. 14" X 16" X 36" Underbody Tool Box..... 395.00 (must use on lower bed height trailers)
- 22. Solar Battery Maintainer..... 165.00
- ⑳ Weld on D-Rings... 18.00ea x 8 = **144.00**
- ㉑ Crossmembers on 16" centers... **100.00**
- ㉒ Oil Bath Axles... **50.00**
- ㉓ Torsion Axles... **300.00**
- ㉔ Oak Floor... **660.00**





BOONE COUNTY, MISSOURI
Request for Bid #: 04-07JAN14 – Deckover Tilt Trailer

ADDENDUM #1 - Issued December 19, 2013

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

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

1.) Change: Paragraph 2.2.1.

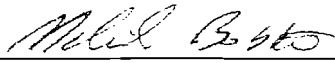
From:

Capacities: 15,680 lbs. , trailer weight – min. of 4,300, max 4,800 lbs; 9,990 GVRW

To:

Capacities: 15,680 lbs; 9,990 GVRW.

By:


Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid 04-07JAN14 – **Deckover Tilt Trailer**, receipt of which is hereby acknowledged:

Company Name:

Mellor Trailers

Address:

1550 W. Ashley Rd Boonville, MO 65233

Phone Number: 660-882-8433

Fax Number: 660-882-8625

Authorized Representative Signature:

Wesley Clarke

Date: 1/8/14

Authorized Representative Printed Name:

Wesley Clarke



BOONE COUNTY, MISSOURI
Request for Bid #: 04-07JAN14 – Deckover Tilt Trailer

ADDENDUM #2 - Issued December 23, 2013

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

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

The County has received the following questions and is providing a response below

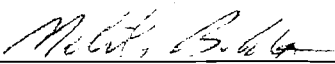
Question 1: There are two different types of hydraulic systems that you have referenced in your bid. Paragraph 2.2.4. references 2-3" x 16" hydraulic cylinders but then in paragraph 2.2.20, it references tilt assist 5" x 10.5". Which hydraulic system are you wanting?

Response: Tilt assist 5" x 10.5" with scissor lift.

Question 2: Paragraph 2.2.16. requires 235/80 R16. Generally on an 8,000 # axle, you use a 215/75 R17.5" tire and wheel. The tires listed in 2.2.16 are not rated to hold the weight. Which tire are you wanting?

Response: 215/75 R17.5" tire and wheel

By:


Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #2 to Request for Bid 04-07JAN14 – Deckover Tilt Trailer, receipt of which is hereby acknowledged:

Company Name: Mellor Trailers

Address: 1550 W. Ashley Rd Boonville, MO 65233

Phone Number: 660-882-8433 Fax Number: 660-882-8625

Authorized Representative Signature: Wesley Clarke Date: 1/8/14

Authorized Representative Printed Name: Wesley Clarke



BOONE COUNTY, MISSOURI
Request for Bid #: 04-07JAN14 – Deckover Tilt Trailer

ADDENDUM #3 - Issued January 7, 2014

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

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

Change the Bid Opening Date and Time to:

Tuesday, January 14, 2014, 1:30 p.m.

By:


Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #3 to Request for Bid **04-07JAN14 – Deckover Tilt Trailer**, receipt of which is hereby acknowledged:

Company Name:

Mellor Trailers

Address:

1550 W Ashley Rd Boonville, MO 65233

Phone Number: 660-882-8433

Fax Number: 660-882-8625

Authorized Representative Signature: Wesley Clarke Date: 1/8/14

Authorized Representative Printed Name: Wesley Clarke



BOONE COUNTY, MISSOURI
Request for Bid #: 04-07JAN14 – Deckover Tilt Trailer

ADDENDUM #4 - Issued January 9, 2014

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

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

The County has received the following questions and is providing a response below:

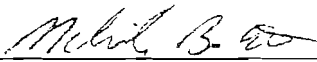
Question 1: Regarding paragraph 2.2, is this a tag along trailer?

Response: Yes

Question 2: Regarding paragraph 2.2.10 "with 7-way ATA plug". That is a semi-style plug where the lights and turn signals run independently. Do you want that plug wired to run independently or on the same wire?

Response: The lights should be wired together, NOT independently in the 7 pin ATA style plug.

By:


Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #4 to Request for Bid 04-07JAN14 – Deckover Tilt Trailer, receipt of which is hereby acknowledged:

Company Name: Mellor Trailers

Address: 1550 W. Ashley Rd Boonville, MO 65233

Phone Number: 660-882-8433 Fax Number: 660-882-8625

Authorized Representative Signature: Wesley Clarke Date: 1-9-14

Authorized Representative Printed Name: Wesley Clarke

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Wesley Clarke Salesman

Name and Title of Authorized Representative

Wesley Clarke
Signature

1/9/14

Date



1550 W. Ashley Rd., Boonville, MO 65233

Office: 660-882-8433 Fax: 660-882-8625

January 9, 2014

Melinda Bobbitt, CPPO
Director of Purchasing
613 E. Ash, Room 110
Columbia, MO 65201

Re: Bid Number: 04-07JAN14
Commodity Title: Deckover Tilt Trailer

Ms. Bobbitt:

Enclosed is our bid submission for the above-referenced trailer. I have also enclosed literature from the manufacturer that shows specs and information similar to the trailer quoted. Additional features requested for this bid are not on the literature.

We have had the privilege of selling many of these heavy duty commercial TrILERMAN trailers to several departments within the City of Columbia. These trailers may not always be the least expensive, but by far holds up extremely well. We have sold TrILERMAN Trailers for over 15 years and they are a top-notch manufacturer that stands behind their product.

References of those who have purchased TrILERMAN Trailers include; John Finley, with Fleet Operations, Dean Ravenscraft, with Parks & Rec., and Tim & Greg Sublett with Water & Light.

Thank you for the opportunity for allowing us to be a part of this bid submission.

Respectfully Submitted,

Wes Clarke
Mellor Trailers



BOONE COUNTY, MISSOURI
Request for Bid #: 04-07JAN14 – Deckover Tilt Trailer

ADDENDUM #4 - Issued January 9, 2014

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The County has received the following questions and is providing a response below:

Question 1: Regarding paragraph 2.2, is this a tag along trailer?

Response: Yes

Question 2: Regarding paragraph 2.2.10 "with 7-way ATA plug". That is a semi-style plug where the lights and turn signals run independently. Do you want that plug wired to run independently or on the same wire?

Response: The lights should be wired together, NOT independently in the 7 pin ATA style plug.

By:

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #4 to Request for Bid **04-07JAN14 – Deckover Tilt Trailer**, receipt of which is hereby acknowledged:

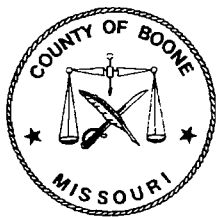
Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Bid #: 04-07JAN14 – Deckover Tilt Trailer

ADDENDUM #3 - Issued January 7, 2014

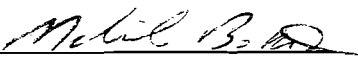
This addendum is issued in accordance with the Bid Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum **should be acknowledged** and submitted with Bidder's *Response Form*.

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

Change the Bid Opening Date and Time to:

Tuesday, January 14, 2014, 1:30 p.m.

By:


Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #3 to Request for Bid **04-07JAN14 – Deckover Tilt Trailer**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Bid #: 04-07JAN14 – Deckover Tilt Trailer

ADDENDUM #2 - Issued December 23, 2013

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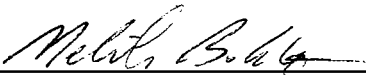
The County has received the following questions and is providing a response below

Question 1: There are two different types of hydraulic systems that you have referenced in your bid. Paragraph 2.2.4. references **2-3" x 16" hydraulic cylinders** but then in paragraph 2.2.20 , it references **tilt assist 5" x 10.5"**. Which hydraulic system are you wanting?

Response: Tilt assist 5" x 10.5" with scissor lift.

Question 2: Paragraph 2.2.16. requires 235/80 R16. Generally on an 8,000 # axle, you use a 215/75 R17.5" tire and wheel. The tires listed in 2.2.16 are not rated to hold the weight. Which tire are you wanting?

Response: 215/75 R17.5" tire and wheel

By: 
Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #2 to Request for Bid **04-07JAN14 – Deckover Tilt Trailer**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Bid #: 04-07JAN14 – Deckover Tilt Trailer

ADDENDUM #1 - Issued December 19, 2013

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

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1.) Change: Paragraph 2.2.1.

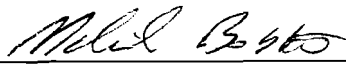
From:

Capacities: 15,680 lbs. , trailer weight – min. of 4,300, max 4,800 lbs; 9,990 GVRW

To:

Capacities: 15,680 lbs; 9,990 GVRW.

By:


Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid **04-07JAN14 – Deckover Tilt Trailer**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



Request for Bid (RFB)

Boone County Purchasing
613 E. Ash, Room 110
Columbia, MO 65201

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

Bid Data

Bid Number: **04-07JAN14**
Commodity Title: **Deckover Tilt Trailer**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **January 7, 2014**
Time: **1:30 p.m. central time (Bids received after this time will be returned unopened)**
Location / Mail Address: Boone County Purchasing Department
Boone County Annex
613 E. Ash
Columbia, MO 65201

Directions: The Purchasing office is located on the Northwest corner at 7th Street and Ash Street. Enter the building from the south Side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: **January 7, 2014**
Time: **1:30 p.m. central time**
Location / Address: Boone County Annex Conference Room
613 E. Ash Street
Columbia, MO 65201

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
 - 2.0: **Primary Specifications**
 - 3.0: **Response Presentation and Review**
 - 4.0: **Response Form**
- Standard Terms and Conditions**
“No Bid” Form

1. Introduction and General Conditions of Bidding

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

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a contract for the furnishing and delivery of a new 2014 or current model year **7 Ton Deckover Tilt Trailer** with all manufacturer’s standard equipment and those features as detailed in the following specifications.
 - 2.1.1. **Quantity – 1** - Note: Vendor will be bidding on one (1) trailer.
 - 2.2. **TRAILER TECHNICAL SPECIFICATIONS**-Twenty-four foot Deckover Tilt Trailer – Tag style.
 - 2.2.1. **Capacities:** 15,680 lbs. , trailer weight – min. of 4,300, max 4,800 lbs; 9,990 GVRW.
 - 2.2.2. **Dimensions:** 24’ tilt deck length; 102” deck width.
 - 2.2.3. **Suspension:** Torsion (See Axles).
 - 2.2.4. **Deck options:** 24’ tilt style deck with 2-3” x 16” hydraulic cylinders. 12VDC Hydraulic pump. 17 degree pitch. 12’ control cable for hydraulic controls.
 - 2.2.5. **Frame:** 12”x 14lb. I-beam tongue; 12”x 14lb. I-beam main frame. 2” x 6” x 1/8” square tubing outer deck frame; Rub rails with stake pockets.
 - 2.2.6. **Crossmembers:** 3” channel crossmembers 16” OC.
 - 2.2.7. **Decking:** 2” thickness - Rough Oak.
 - 2.2.8. **Headboard:** Not applicable.
 - 2.2.9. **Lights:** Sealed L.E.D., 12 volt, DOT approved.
 - 2.2.10. **Wiring Harness:** Sealed Modular Wiring harness (no quick connect or scotch-lock type connectors, all splices shall be soldered and sealed) with 7-way ATA plug.
 - 2.2.11. **Hitch:** 3” pintle eye – channel mount (36,000 lb.). Electric breakaway kit with charger.
 - 2.2.12. **Safety Chains:** Standard for trailer weight. Complies with DOT standards.
 - 2.2.13. **Parking Jack:** dual 12,000 lb. two-speed jacks.
 - 2.2.14. **Tie Downs:** Four per side – heavy duty “D” ring type.
 - 2.2.15. **Color:** Factory standard color. Required DOT reflective tape. Factory standard powder coated black – frame and crossmembers. All frame components to be sandblasted and acid washed prior to powdercoating.
 - 2.2.16. **Tires:** 235/80 R16
 - 2.2.17. **Hubs/Wheels:** oil bath hubs with four (4) – eight (8) bolt 16” spoke wheels.
 - 2.2.18. **Axles:** Two (2) - 8,000 lb. torsion axles.
 - 2.2.19. **Brakes:** Electric.
 - 2.2.20. **Tilt Assist:** 5” x 10.5” Hydraulic cylinder with Scissor lift, 12V DC hydraulic pump, 110V battery charger and Interstate™ Deep cycle battery. Battery and pump to be enclosed in an accessible box.
 - 2.3. **WARRANTY:** Bid prices will include standard factory warranty with warranty information included with the bid response.
 - 2.4. **DEVIATION(S)** - It is the bidder’s responsibility to submit a bid that meets all mandatory specifications stated within. The bidder must compare their product bid with the required listed minimum specifications and identify any deviations along with the specific section deviated from. Failure to properly identify deviations may render the bidder’s proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.
 - 2.5. **DESIGNEE** – Boone County Public Works, Maintenance Operations Division, Greg Edington, Fleet Operations Superintendent, 5551 Tom Bass Rd., Columbia, MO 65201. (573) 449-8515 ext. 226.
 - 2.5.1. **Contact** – Melinda Bobbitt, CPPO, Director of Purchasing, 613 E. Ash, Room 110, Columbia, MO 65201. Telephone (573) 886-4391 or Facsimile (573) 886-4390 or Email: mbobbitt@boonecountymo.org
 - 2.6. **DELIVERY** – Unit shall be delivered with Bill of Sale, Invoice, Title Application and the Owner’s/Parts Manual.
 - 2.6.1. **Delivery Terms:** FOB Destination – Boone County Public Works Department, Maintenance Operations Division, 5551 Tom Bass Rd., Columbia, MO 65201. Delivery shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
 - 2.6.2. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the

County.

2.7. **ADDITIONAL TERMS AND CONDITIONS**

- 2.7.1. Unit is to be properly serviced, including grease and oil to the proper levels. Properly serviced will mean all components accounted for and all adjustments made.
- 2.7.2. Bid evaluation will be based on quality, reliability, delivery time ARO, and cost. Quality and reliability may be determined by using information contained in product reviews from established publications.

3. Response Presentation and Review

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

4. **Response Form**

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.7. **PRICING**

Price

4.7.1. **Trailer as per Section 2.**

\$ _____

4.8. **Describe Warranty Features of all Items:**

4.9. **Describe Any Deviations**

4.10. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the 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.**

4.10.1. Authorized Representative (Sign By Hand):

_____ Date: _____
Print Name and Title of Authorized Representative

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

_____ Yes _____ No

4.12. Delivery After Receipt of Order: _____



Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201

Standard Terms and Conditions

Melinda Bobbitt, CPPO, Director of Purchasing
Phone: (573) 886-4391 – Fax: (573) 886-4390

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

regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
17. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.

Boone County Purchasing
Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



601 E Ash St., Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

“NO BID” RESPONSE FORM

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

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. *If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.*

If you have questions, please call the Purchasing Office at (573) 886-4392. Thank you for your cooperation.

Bid Number: 04-07JAN14 – Deckover Tilt Trailer

(Business Name)

(Date)

(Address/P.O. Box)

(Telephone)

(City, State, Zip)

(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Search Results

Current Search Terms: mellor* companies*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.
No records found for current search.

Glossary

Search

Results

Entity

Exclusion

Search

Filters

By Record
Status

By
Functional
Area - Entity
Management

By
Functional
Area -
Performance
Information

SAM | System for Award Management 1.0

IBM v1.1466.20140121-1343

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : January 3, 2014

FIXED ASSET TAG NUMBER: 14088

DESCRIPTION: 2003 Doolittle Tag Trailer. (Equip. ID # 2743)

REQUESTED MEANS OF DISPOSAL: Sell

OTHER INFORMATION: Serial Number: 1DGFB20293M052988

CONDITION OF ASSET: Fair.

REASON FOR DISPOSITION: Equipment is planned for replacement in 2014.

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: None

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 2040

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 5/16/2003

RECEIPT INTO 2040-3835 DM

ORIGINAL COST \$3,480.00

GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1605

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 55-2014

DATE APPROVED 2-4-14

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : January 3, 2014

FIXED ASSET TAG NUMBER: ~~8~~13194

DESCRIPTION: 2002 Holden TS-10 Tag Trailer. (Equip. ID # 2757)

REQUESTED MEANS OF DISPOSAL: Sell

OTHER INFORMATION: Serial Number: 12HTS35282S106783

CONDITION OF ASSET: Fair.

REASON FOR DISPOSITION: Equipment is planned for replacement in 2014.

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: None

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 2040

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 12/31/2001

RECEIPT INTO 2040-3835 DM

ORIGINAL COST \$11,008.75

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1605

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

 TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

 TRADE AUCTION SEALED BIDS

 OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 55-2014

DATE APPROVED 2-4-14

SIGNATURE 

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

February Session of the January Adjourned

Term. 20 14

In the County Commission of said county, on the 4th day of February 20 14


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 for the Sheriff's Department to move 2013 drug related overtime from Forfeiture Fund to General Fund.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2502	10110	Forfeiture Treasury Fund	Overtime		7,142


Done this 4th of February, 2014.

ATTEST:

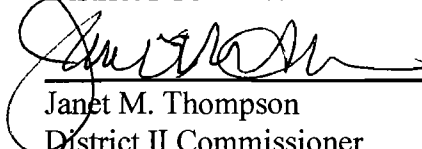

 Wendy S. Nofen DKB
 Clerk of the County Commission



Daniel K. Atwill
 Presiding Commissioner



Karen M. Miller
 District I Commissioner



Janet M. Thompson
 District II Commissioner

Salary Information

Pay Year 2013

Last Name SHEA

First ERNEST

Mid BRITT

Description	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total YTD
Regular wages:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Overtime wages:	1,804.73	1,456.80	2,196.29	1,683.70	7,141.52
Total gross wages:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
FICA soc sec tax:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
FICA soc sec wages:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
FICA medicare tax:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
FICA medicare wage:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Federal tax:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Federal wages:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
State tax:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

More...

F2=Key Screen F3=Exit F5=Employee F6=Positions F7=Deductions
 F9=Vac/Sick F11=Emergency Contact

Fund Statement - Sheriff Forfeiture Fund 250 (Nonmajor)

	2012 Actual	2013 Budget	2013 Estimated	2014 Budget
FINANCIAL SOURCES:				
Revenues				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	18,856	-	155	-
Interest	320	344	379	379
Hospital Lease	-	-	-	-
Other	-	-	-	-
Total Revenues	19,176	344	534	379
Other Financing Sources				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	-	-	1,845	-
Total Other Financing Sources	-	-	1,845	-
Fund Balance Used for Operations	429	43,075	17,533	14,003
TOTAL FINANCIAL SOURCES	\$ 19,605	43,419	19,912	14,382
 FINANCIAL USES:				
Expenditures				
Personal Services	\$ 6,404	33,560	11,115	-
Materials & Supplies	-	1,171	1,123	-
Dues Travel & Training	10,866	-	-	-
Utilities	216	290	362	434
Vehicle Expense	2,119	2,398	1,812	1,948
Equip & Bldg Maintenance	-	-	-	-
Contractual Services	-	-	-	-
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	-	-	-	-
Fixed Asset Additions	-	6,000	5,500	12,000
Total Expenditures	19,605	43,419	19,912	14,382
Other Financing Uses				
Transfer Out to other funds	-	-	-	-
Early Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Uses	-	-	-	-
TOTAL FINANCIAL USES	\$ 19,605	43,419	19,912	14,382
 FUND BALANCE:				
FUND BALANCE (GAAP), beginning of year	\$ 70,779	70,350	70,350	52,817
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year	-	-	-	-
Fund Balance Increase (Decrease) resulting from operations	(429)	(43,075)	(17,533)	(14,003)
FUND BALANCE (GAAP), end of year	70,350	27,275	52,817	38,814
Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year				
	\$ -	\$ -	\$ -	\$ -
NET FUND BALANCE, end of year	\$ 70,350	27,275	52,817	38,814
 Net Fund Balance as a percent of expenditures	 358.84%	 62.82%	 265.25%	 269.88%

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

February Session of the January Adjourned

Term. 20 14

In the County Commission of said county, on the 4th day of February 20 14

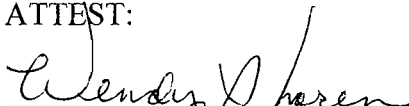
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for Public Works to cover greater than anticipated repair costs for equipment during the last quarter of 2013.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2040	60200	Public Works	Equipment Repair & Maintenance		15,000
2040	86800	Public Works	Emergency	15,000	

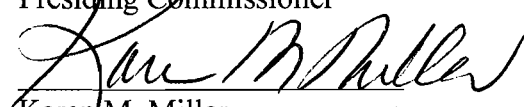
Done this 4th day of February, 2014.

ATTEST:

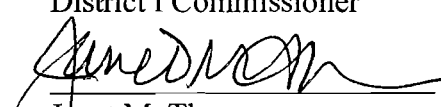

 Wendy S. Noren DKB
 Clerk of the County Commission


 Daniel K. Atwill

Presiding Commissioner


 Karen M. Miller

District I Commissioner


 Janet M. Thompson

District II Commissioner

BOONE COUNTY, MISSOURI
REQUEST FOR BUDGET REVISION

RECEIVED

12/31/13
EFFECTIVE DATE

JAN 22 2014

FOR AUDITORS USE

BOONE COUNTY AUDITOR

(Use whole \$ amounts)
Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2040	60200	PW	Equipment Rpr & Maint.		15,000
2040	86800	PW	Emergency	15,000	
				15,000	15,000

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

The Dept. incurred greater than anticipated repair costs for equipment during the last quarter of 2013 resulting in a shortfall in budgeted funding.

Do you anticipate that this Budget Revision will provide sufficient funds to compete the year? YES or NO
If not, please explain (use an attachment if necessary):


Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- Unencumbered funds are available for this budget revision.
- Comments:

Agenda

 Auditor's Office

 RESIDING COMMISSIONER

 DISTRICT I COMMISSIONER

 DISTRICT II COMMISSIONER

Year	<u>2013</u>	Original Appropriation	<u>260,235.00</u>
Dept	<u>2040 PW-MAINTENANCE OPERATIONS</u>	Revisions	
Acct	<u>60000 EQUIP & BLDG MAINTENANCE</u>	Original, + Revisions	<u>260,235.00</u>
Fund	<u>204 ROAD & BRIDGE FUND</u>	Expenditures	<u>258,522.89</u>
		Encumbrances	
Class/Account	<u>C CLASS</u>	Actual To Date	<u>258,522.89</u>
Account Type	<u>E EXPENSE</u>	Remaining Balance	<u>1,712.11</u>
Normal Balance	<u>D DEBIT</u>	Shadow Balance	<u>1,131.04</u>

Expenditures by Period

January	<u>2,365.47</u>	July	<u>33,646.61</u>
February	<u>21,821.33</u>	August	<u>21,171.53</u>
March	<u>33,811.04</u>	September	<u>20,801.52</u>
April	<u>31,171.49</u>	October	<u>20,140.90</u>
May	<u>33,284.91</u>	November	<u>7,803.07</u>
June	<u>19,549.08</u>	December	<u>12,955.94</u>

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

30.11+
 300.00+
 70.70+
 1,550.60+
 608.41+
 1,542.00+
 4,690.00+
 175.20+
 1,263.20+
 47.12+
 010 10,233.34*+ → additional payment req to be paid
 1,131.04+
 000 10,283.34-
 - 9,152.30*+ - short fall - Dept increased the budget revision amount to cover any additional invoices for 2013.

Year, <u>2013</u>		Original Appropriation	<u>220,000.00</u>
Dept, <u>2040 PW-MAINTENANCE OPERATIONS</u>		Revisions	
Acct, <u>60200 EQUIP REPAIRS/MAINTENANCE</u>		Original, +, Revisions	<u>220,000.00</u>
Fund, <u>204 ROAD & BRIDGE FUND</u>		Expenditures	<u>235,704.99</u>
		Encumbrances	
Class/Account, <u>A ACCOUNT</u>		Actual, To, Date	<u>235,704.99</u>
Account, Type, <u>E EXPENSE</u>		Remaining, Balance	<u>15,704.99-</u>
Normal, Balance, <u>D DEBIT</u>		Shadow, Balance	<u>15,935.75-</u>

Expenditures by Period

January	<u>1,146.47</u>	July	<u>31,481.93</u>
February	<u>20,487.28</u>	August	<u>20,346.82</u>
March	<u>30,335.35</u>	September	<u>19,545.89</u>
April	<u>29,881.89</u>	October	<u>17,653.62</u>
May	<u>30,534.17</u>	November	<u>6,358.08</u>
June	<u>17,299.55</u>	December	<u>10,633.94</u>

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

SUBLSCR BOONE

SUBSIDIARY LEDGER INQUIRY MAIN SCREEN

1/23/14 11:24:27

Year	<u>2013</u>	Original Appropriation	<u>150,000.00</u>
Dept	<u>2040 PW-MAINTENANCE OPERATIONS</u>	Revisions	<u>45,000.00-</u>
Acct	<u>86800 EMERGENCY</u>	Original + Revisions	<u>105,000.00</u>
Fund	<u>204 ROAD & BRIDGE FUND</u>	Expenditures	_____
		Encumbrances	_____
Class/Account	<u>A ACCOUNT</u>	Actual To Date	_____
Account Type	<u>E EXPENSE</u>	Remaining Balance	<u>105,000.00</u>
Normal Balance	<u>D DEBIT</u>	Shadow Balance	<u>105,000.00</u>

Expenditures by Period

January	_____	July	_____
February	_____	August	_____
March	_____	September	_____
April	_____	October	_____
May	_____	November	_____
June	_____	December	_____

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

February Session of the January Adjourned

Term. 20 14

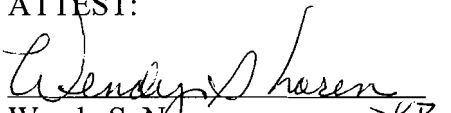
In the County Commission of said county, on the 4th day of February 20 14

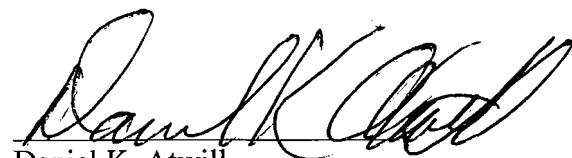
the following, among other proceedings, were had, viz:

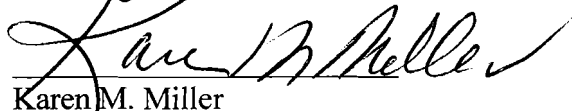
Now on this day the County Commission of the County of Boone does hereby approve the proposal for Consultant Services with Allstate Consultants, LLC for Geotechnical Engineering Services for 2014 Concrete Rehab Base Stabilization. The terms of this agreement are stipulated in the attached Contract Proposal. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Proposal.

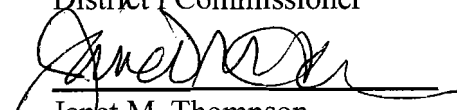
Done this 4th day of February, 2014.

ATTEST:


 Wendy S. Noren DKB
 Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 4th day of February, 2014, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

Consultant Name: Allstate Consultants, LLC 3312 Lemone Industrial Blvd, Columbia, MO 65201

Project/Work Description: Geotechnical Engineering Services for 2014 Concrete Rehab Base Stabilization

Proposal Description: Allstate Consultants, LLC to perform soil test borings, strength and other tests, geotechnical engineering reports and other services as outlined in the General Scope of Services section of the attached proposal for proposal item #2 Combined Germantown and Sun Valley Estates Project, reference project location maps included.

Modifications to Proposal: Fees and expenses shall not exceed \$18,575.00 without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Resource Management Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the General Consultant Services Agreement, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services Agreement shall control unless the proposal approved herein specifically identifies a term or condition of the General Consultant Services Agreement that shall not be applicable or this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

ALLSTATE CONSULTANTS, LLC

By [Signature]
Title President

Dated: 1/23/2014

BOONE COUNTY, MISSOURI

By [Signature]
Presiding Commissioner

Dated: 2-4-13

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

[Signature]
County Clerk DKB

APPROVED:

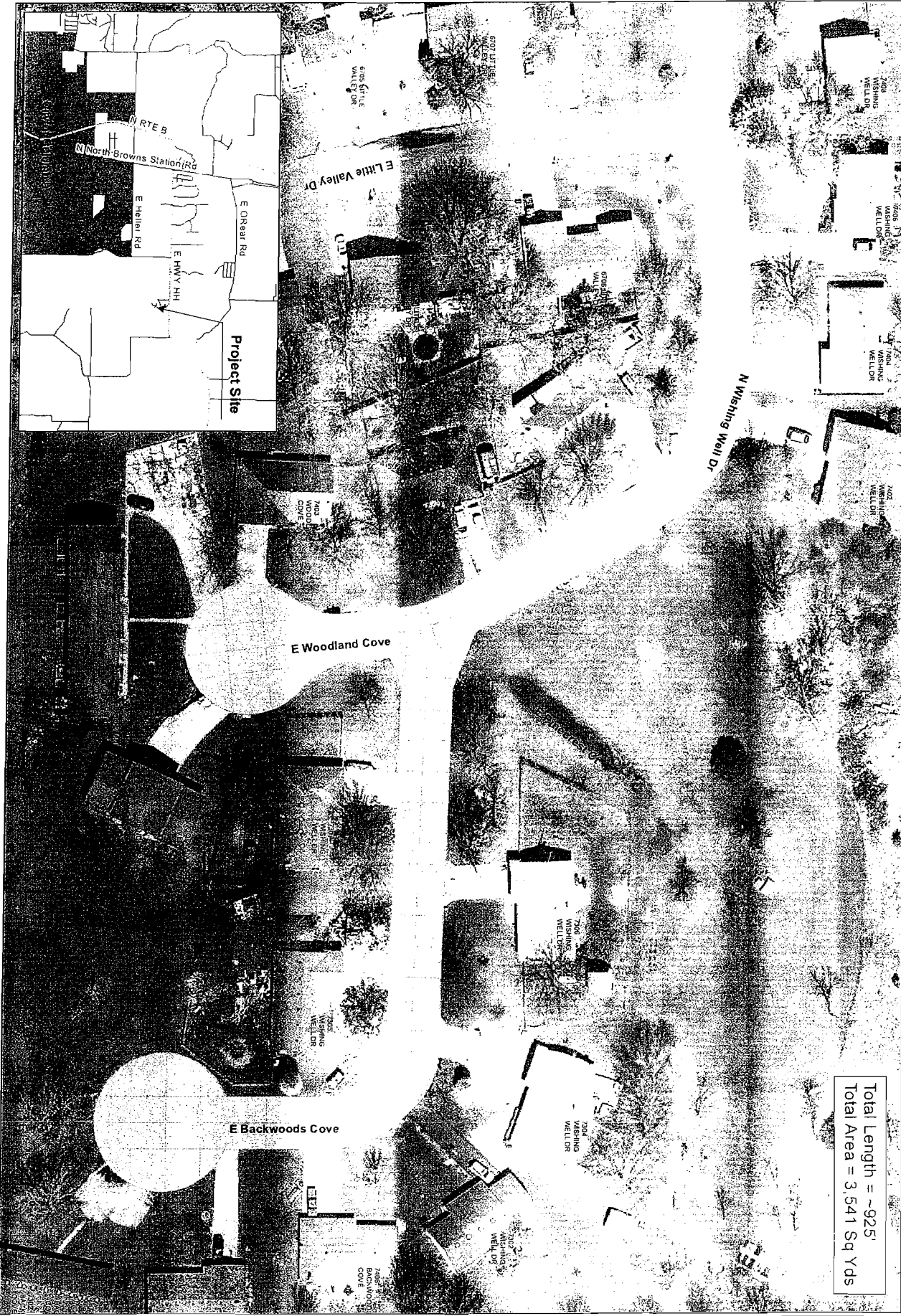
[Signature]
Resource Management Director

Certification:

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

[Signature] 1/27/14 2041-71202
Auditor by [Signature] Date

Total Length = ~925'
 Total Area = 3,541 Sq Yds

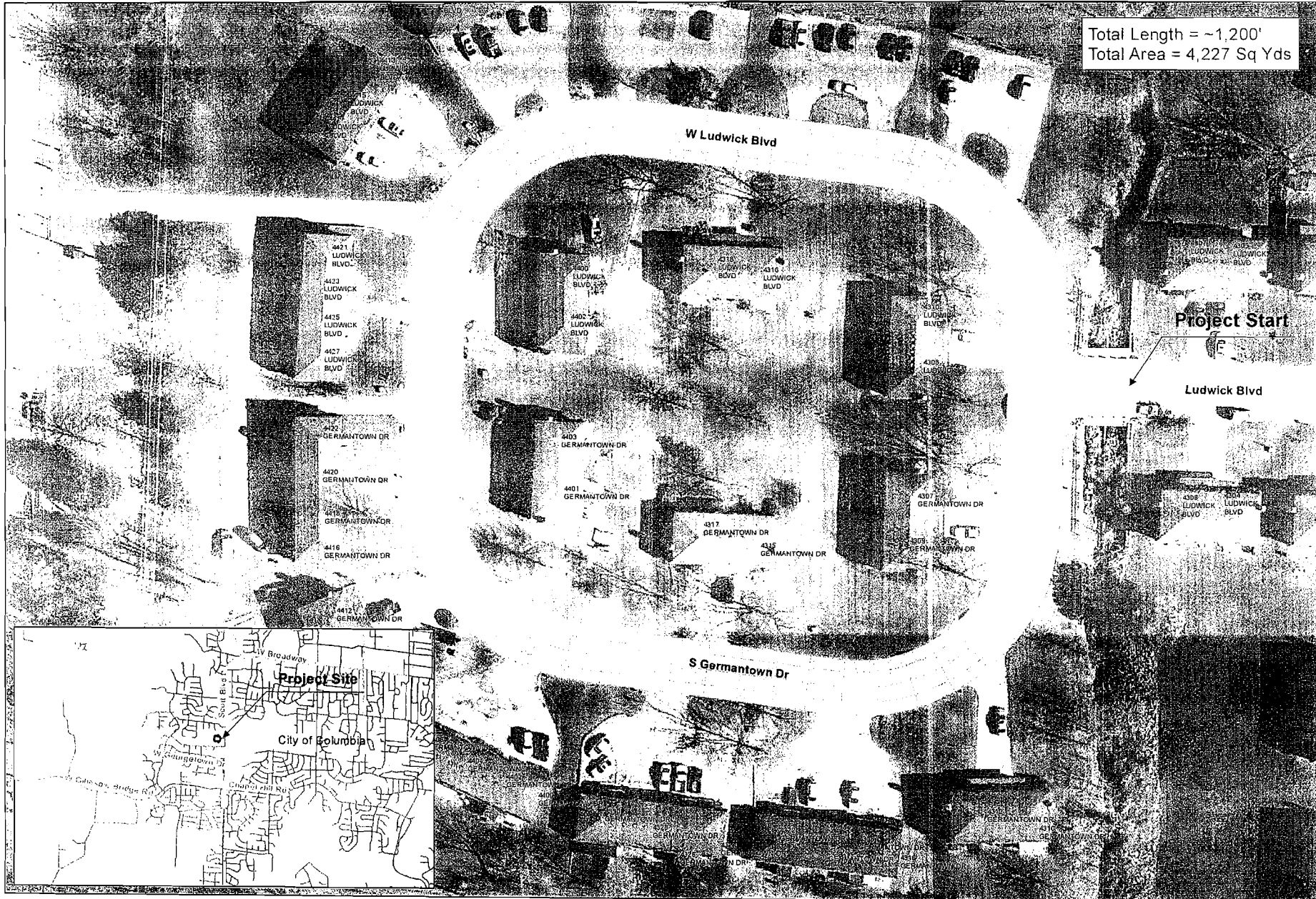


Sun Valley Estates
 2014 Concrete Rehabilitation



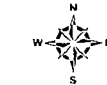
**Boone County
 Resource Management**
 Boone County Government Center
 801 E. Walnut Room 315
 Columbia, MO 65201-7730
 (573) 886-4480 Fax (573) 886-4340

Project No.:	
Date:	12/20/2013
Scale:	1 inch = 50 feet
Design By:	
Drawn By:	
Checked By:	
Sheet 1	



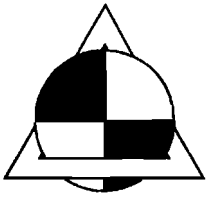
Total Length = ~1,200'
 Total Area = 4,227 Sq Yds

Germantown
 2014 Concrete Rehabilitation



**Boone County
 Resource Management**
 Boone County Government Center
 801 E Walnut Room 315
 Columbia, MO 65201-7730
 (573) 886-4480 Fax (573) 886-4340

Project No:
Date: 12/20/2013
Scale: 1 inch = 50 feet
Design By:
Drawn By:
Checked By:
Sheet 1



ALLSTATE CONSULTANTS

ENGINEERING • PLANNING • SURVEYING • GEOTECHNICAL • INVESTIGATIVE

January 10, 2014

Boone County Resource Management
Roger B. Wilson Boone County Government Center
801 East Walnut, Room 315
Columbia, Missouri 65201-7730

ATTN: Mr. Dan Haid, P. E.
Engineering Division

RE: Proposal for Geotechnical Engineering Services
2014 Concrete Rehab Base Stabilization
Boone County, Missouri
Proposal Number 14000.11GP

Dear Dan:

Allstate Consultants, LLC is pleased to submit our proposal to provide geotechnical engineering services for the 2014 Concrete Rehab Base Stabilization projects planned along the Germantown and Sun Valley Estates alignments as described in your Proposal Request dated December 31, 2013.

PROJECT DESCRIPTION

We understand the section of Ludwick Boulevard, West Ludwick Boulevard. and South Germantown Drive proposed for improvement in the Germantown area will be approximately 1200 feet long and will extend the full roadway width as shown on the exhibit included with your RFP.

The section in Sun Valley Estates on North Wishing Well Drive, East Woodland Cove and East Backwoods Cove proposed for improvement will be approximately 925 feet long and will extend the full roadway width as shown on the exhibit attached to your RFP.

These street sections in Germantown and Sun Valley Estates are composed of concrete pavements that have deteriorated and are in need of removal and replacement. We understand the existing concrete pavements and any existing base course material will be removed and replaced with new base course and concrete. In the past, unpredictable subgrades have been encountered during construction of these type projects and the subgrades had to be removed and replaced with new base to provide a

**Proposal For Geotechnical Engineering Services
2014 Concrete Rehab Base Stabilization
Boone County Resource Management**

stable platform for pavement construction. BCRM wants to better estimate the suitability of subgrades before construction and to develop a prescribed and cost effective stabilization treatment for weak subgrades that may be encountered during construction.

After subgrade stabilization, as necessary, we understand the new pavement sections will consist of 6 inches of Roller Compacted Concrete and 2 inches of asphalt surfacing.

SCOPE OF GEOTECHNICAL ENGINEERING SERVICES

General Scope of Services - We plan to perform six (6) soil test borings along the Germantown alignment and five (5) soil test borings in Sun Valley Estates. Borings will be extended to depths of 5 feet or to auger refusal if encountered at shallower depths.

Allstate Consultants will obtain soil samples for classification and strength testing at 2 foot vertical intervals in the soil borings using thin walled tubes and/or split barrel samplers. We will visually classify the recovered soil samples in our Columbia soils laboratory in accordance with the Unified Soil Classification System and will perform water content, density, unconfined compressive strength and Atterberg limits tests on representative samples of the site soils.

Allstate will evaluate subsurface conditions encountered in the test borings; identify areas of unsuitable subgrades based on the borings; develop recommendations for subgrade stabilization including a description of the recommended procedure and any materials needed and develop cost estimates for the stabilization.

Our scope of services also includes construction observation and testing of the subgrade stabilization process where unsuitable subgrades are encountered during exploration and/or construction.

Geotechnical Engineering Report - Following completion of the field exploration and laboratory testing programs, the subsurface conditions and laboratory test data at the boring locations will be evaluated and an engineering report will be prepared by a registered professional engineer specializing in geotechnical engineering. The engineering report will provide a project description, a summary of the field exploration and laboratory testing procedures, logs of the borings, laboratory test results, an evaluation of subsurface conditions, and our geotechnical recommendations.

Location of Existing Site Utilities Prior to Exploration – During preparation for field exploration, we will contact Missouri One Call and other local utility companies to assist in locating existing site utilities. We may be required to meet the utility company representatives at the site to show them where we plan to drill the borings.

**Proposal For Geotechnical Engineering Services
2014 Concrete Rehab Base Stabilization
Boone County Resource Managment**

Site Access, Boring Layout and Elevations - This proposal was developed based on our crews having the right to enter the site and the boring locations being readily accessible to a truck mounted drilling rig. Our proposal is based on the borings being laid out in the field by Allstate Consultants using visual observations.

Construction Observation and Testing - Although a reasonable number of borings will be performed, it may not be economically feasible to perform enough exploratory borings to identify all subsurface conditions that may be present at the sites. Subsurface conditions which could affect the design and construction of this project may not become known until construction is in progress and these conditions are identified.

Geotechnical engineers commonly employ construction observation and testing to further identify subsurface conditions as they are exposed, to verify that these conditions are consistent with those encountered in the borings and used to develop the design concepts, and to evaluate changed conditions as they are encountered in the field. To provide a complete geotechnical service, we recommend Allstate Consultants, LLC be retained to provide observation and testing services during construction of this project. The estimated costs of these construction related services are included in this proposal.

Schedule - We will commence field exploration within one to two weeks of receiving your verbal authorization but should still receive your written acceptance of this proposal. We will keep you apprised of our progress and preliminary findings during exploration and laboratory testing and will call to provide preliminary verbal recommendations during preparation of our engineering report. Our completed geotechnical engineering report will be submitted within approximately 4 to 5 weeks after completion of field exploration.

Fees and Conditions - Allstate Consultants, LLC agrees to perform the field exploration, laboratory testing, geotechnical engineering and construction observation and testing services described in this proposal in accordance with the attached Rate Schedule. Based on the requested and described scope of work and our attached cost estimates and Rate Schedule, our fees for geotechnical engineering and construction testing services will not exceed the following:

1. If the Germantown and Sun Valley Estates projects are performed as separate stand alone projects at different times and with separate mobilizations and individual geotechnical reports, the fees for our geotechnical and construction testing services will not exceed:

Germantown Project Alone - \$ 11, 210

Sun Valley Estates Project Alone - \$ 9, 640

For a Total Not to Exceed Fee of \$ 20,850.

**Proposal For Geotechnical Engineering Services
2014 Concrete Rehab Base Stabilization
Boone County Resource Management**

2. If the Germantown and Sun Valley Estates projects are performed at the same time with one mobilization and one geotechnical engineering report, the fee for our geotechnical and construction testing services will not exceed:

Combined Germantown and Sun Valley Estates Project - \$ 18,575

The billing for our services will be directed to Mr. Dan Haid, P.E. of Boone County Resource Management.

This proposal was prepared for the exclusive use of the client for the specific sites and projects described herein and has been prepared in accordance with generally accepted geotechnical engineering practices within the limits of the clients proposal request. If you have any questions or comments, please give us a call.

Sincerely,

Allstate Consultants, LLC



William A. Barrow, P. E., R. G.
Geotechnical Manager

WAB\14000.11GP
Enclosures



Rate Schedule

Revised: January 1, 2013

<u>TITLE</u>	<u>RATE</u>
PRINCIPAL.....	\$135.00
ENGINEER III.....	\$125.00
ENGINEER II.....	\$115.00
ENGINEER I.....	\$105.00
INVESTIGATIVE ENGINEER III.....	\$205.00
INVESTIGATIVE ENGINEER II.....	\$180.00
INVESTIGATIVE ENGINEER I.....	\$155.00
TECHNICIAN VI/SURVEYOR III.....	\$110.00
TECHNICIAN V/SURVEYOR II.....	\$100.00
TECHNICIAN IV/SURVEYOR I.....	\$85.00
TECHNICIAN III.....	\$75.00
TECHNICIAN II.....	\$55.00
TECHNICIAN I.....	\$40.00
CREW (1 MAN).....	\$115.00
CREW (2 MEN).....	\$135.00
CREW (3 MEN).....	\$145.00
INVESTIGATOR IV.....	\$115.00
INVESTIGATOR III.....	\$105.00
INVESTIGATOR II.....	\$80.00
INVESTIGATOR I.....	\$65.00
EXPERT TESTIMONY II.....	\$350.00
EXPERT TESTIMONY I.....	\$200.00
GPS RECEIVERS (PER UNIT).....	\$115.00/day
TRAFFIC COUNTERS (PER UNIT).....	\$40.00/day
ATV (PER UNIT).....	\$115.00/day
MILEAGE.....	IRS Rate
EXPENSES (Lodging, Meals, Printing, Research, & etc.).....	Actual Cost

3312 LeMone Industrial Boulevard
 Columbia, Missouri 65201
 Phone 573/875-8799
 Fax 573/875-8850
www.allstateconsultants.net

30601 Highway 5
 Marceline, Missouri 64658
 Phone 660/376-2941
 Fax 660/376-3492
allstate@allstateconsultants.net

GEOTECHNICAL AND CONSTRUCTION OBSERVATION AND TESTING SERVICES

SUBSURFACE EXPLORATION

Mobilization of Truck Mounted Drill Rig and 2-Man Crew	\$2.50/mile (\$ 250.00 Min.)
Mobilization of ATV Mounted Drill Rig and 2-Man Crew	\$3.50/mile (\$ 350.00 Min.)
Mobilization of Water Truck or Support Vehicle	\$0.90/mile
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in	
Soil & NX Coring in Rock (Truck Mounted Drill and 2-Man Crew)	\$160.00/hour
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in	
Soil & NX Coring in Rock (ATV Mounted Drill and 2-Man Crew).....	\$200.00/hour
ATV Mounted Drill Rig Surcharge (If Any)	Actual Cost
Specialized In-Situ Tests.....	On Request
Subcontractors, Rentals, Supplies and Dozer Assistance.....	Actual Cost

LABORATORY TESTING SERVICES

Moisture Content	\$6.00/test
Dry Unit Weight	\$12.00/test
Unconfined Compressive Strength	\$32.00/test
With Stress vs. Strain Curve	\$60.00/test
Calibrated Penetrometer Test.....	\$4.00/test
Visual Soil Classification.....	\$5.00/test
Atterberg Limits (3 Pt. Liquid Limit)	\$85.00/test
Sieve Analysis (with wet wash over No. 200 sieve)	\$75.00/test
Hydrometer Analysis	\$75.00/test
Combined Grain Size Analysis (Sieve and Hydrometer).....	\$150.00/test
Specific Gravity Determination	\$60.00/test
Swell Potential (1 Surcharge Pressure).....	\$150.00/test
Swell Potential and Swell Pressure.....	\$250.00/test
Consolidation Test with e log p Curve.....	\$475.00/test
With Time vs. Deformation Plots	\$50.00/plot
Standard Proctor Test.....	\$175.00/test
Modified Proctor Test.....	\$250.00/test
Laboratory CBR Test (Per Specimen)	\$250.00/test
Concrete Compressive Strength Tests	\$20.00/test
Capping or Trimming Irregular Ends of Concrete Cylinders.....	\$10.00/each
Concrete Flexural Strength Tests.....	\$50.00/test
Other Specialized Tests (Triaxial Shear, Direct Shear, Hydraulic Conductivity etc).....	Actual Cost

**3312 LeMone Industrial Boulevard
Columbia, Missouri 65201
Phone 573/875-8799
Fax 573/875-8850
www.allstateconsultants.net**

**30601 Highway 5
Marceline, Missouri 64658
Phone 660/376-2941
Fax 660/376-3492
allstate@allstateconsultants.net**

COST ESTIMATE FOR GEOTECHNICAL SERVICES

2014 CONCRETE REHABILITATION - GERMANTOWN

FIELD EXPLORATION USING SHALLOW TEST BORINGS

PERFORM SIX (6) SHALLOW TEST BORINGS ALONG W. LUDWICK BLVD. AND S. GERMANTOWN DR. ALIGNMENT. EXTEND BORINGS TO DEPTHS OF 5 FEET OR AUGER REFUSAL WHICHEVER OCCURS FIRST. OBTAIN UNDISTURBED THIN-WALLED TUBE SAMPLES OF SUBGRADE SOILS. SUPERVISION BY REGISTERED ENGINEER/GEOLOGIST.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
MOBILIZATION	LUMP SUM	1	\$500	\$500
CORE EXISTING CONCRETE SLAB	EACH	6	\$75	\$450
SOIL DRILLING AND SAMPLING	HOURLY	4	\$160	\$640
MATERIALS/SUPPLIES	LUMP SUM	1	\$0	\$0
PER DIEM FOR DRILL CREW	PER DAY	1	\$125	\$125
ENGINEERING SUPERVISION	HOURLY	8	\$125	\$1,000
FIELD EXPLORATION SUBTOTAL				\$2,715

BASIC LABORATORY TESTING ON SAMPLES FROM TEST BORINGS

PERFORM LABORATORY SOIL CLASSIFICATION AND SHEAR STRENGTH TESTS INCLUDING ATTERBERG LIMITS, WATER CONTENT, DENSITY AND UNCONFINED COMPRESSIVE STRENGTH ON SAMPLES FROM BORINGS. SUPERVISION BY REGISTERED ENGINEER/GEOLOGIST.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
WATER CONTENT TESTS	EACH	12	\$6	\$72
DRY DENSITY DETERMINATIONS	EACH	12	\$12	\$144
UNCONFINED COMPRESSION	EACH	12	\$32	\$384
ATTERBERG LIMITS	EACH	3	\$85	\$255
BASIC LABORATORY TESTING SUBTOTAL				\$855

GEOTECHNICAL ENGINEERING AND REPORT

PREPARE TEST BORING LOGS AND TEST REPORTS. EVALUATE SUBSURFACE CONDITIONS. DEVELOP RECOMMENDATIONS FOR SUBGRADE STABILIZATION INCLUDING DESCRIPTION OF PROCEDURE. ESTIMATE QUANTITY OF SUBGRADE TO BE STABILIZED AND DEVELOP SUBGRADE STABILIZATION COST ESTIMATE. BE AVAILABLE FOR CONSULTING WITH BCMR AND FOR CONTRACTOR QUESTIONS DURING BIDDING.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
ENGINEER III	HOURLY	32	\$125	\$4,000
ENGINEERING/REPORT SUBTOTAL				\$4,000

CONSTRUCTION OBSERVATION AND MONITORING

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
ENGINEER III	HOURLY	8	\$125	\$1,000
TECHNICIAN VI	HOURLY	4	\$110	\$440
TECHNICIAN II	HOURLY	40	\$55	\$2,200
CONSTRUCTION MONITORING SUBTOTAL				\$3,640
TOTAL ESTIMATED FEE				\$11,210

COST ESTIMATE FOR GEOTECHNICAL SERVICES

2014 CONCRETE REHABILITATION - SUN VALLEY ESTATES

FIELD EXPLORATION USING SHALLOW TEST BORINGS

PERFORM FIVE (5) SHALLOW TEST BORINGS ALONG N. WISHING WELL DR., E. WOODLAND & E. BACKWOODS COVES. EXTEND BORINGS TO DEPTHS OF 5 FEET OR AUGER REFUSAL WHICHEVER OCCURS FIRST. OBTAIN UNDISTURBED THIN-WALLED TUBE SAMPLES OF SUBGRADE SOILS. SUPERVISION BY REGISTERED ENGINEER/GEOLOGIST.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
MOBILIZATION	LUMP SUM	1	\$500	\$500
CORE EXISTING CONCRETE SLAB	EACH	5	\$75	\$375
SOIL DRILLING AND SAMPLING	HOURLY	3.5	\$160	\$560
MATERIALS/SUPPLIES	LUMP SUM	1	\$0	\$0
PER DIEM FOR DRILL CREW	PER DAY	1	\$125	\$125
ENGINEERING SUPERVISION	HOURLY	7	\$125	\$875
FIELD EXPLORATION SUBTOTAL				\$2,435

BASIC LABORATORY TESTING ON SAMPLES FROM TEST BORINGS

PERFORM LABORATORY SOIL CLASSIFICATION AND SHEAR STRENGTH TESTS INCLUDING ATTERBERG LIMITS, WATER CONTENT, DENSITY AND UNCONFINED COMPRESSIVE STRENGTH ON SAMPLES FROM BORINGS. SUPERVISION BY REGISTERED ENGINEER/GEOLOGIST.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
WATER CONTENT TESTS	EACH	10	\$6	\$60
DRY DENSITY DETERMINATIONS	EACH	10	\$12	\$120
UNCONFINED COMPRESSION	EACH	10	\$32	\$320
ATTERBERG LIMITS	EACH	3	\$85	\$255
BASIC LABORATORY TESTING SUBTOTAL				\$755

GEOTECHNICAL ENGINEERING AND REPORT

PREPARE TEST BORING LOGS AND TEST REPORTS. EVALUATE SUBSURFACE CONDITIONS. DEVELOP RECOMMENDATIONS FOR SUBGRADE STABILIZATION INCLUDING DESCRIPTION OF PROCEDURE. ESTIMATE QUANTITY OF SUBGRADE TO BE STABILIZED AND DEVELOP SUBGRADE STABILIZATION COST ESTIMATE. BE AVAILABLE FOR CONSULTING WITH BCMR AND FOR CONTRACTOR QUESTIONS DURING BIDDING.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
ENGINEER III	HOURLY	28	\$125	\$3,500
ENGINEERING/REPORT SUBTOTAL				\$3,500

CONSTRUCTION OBSERVATION AND MONITORING

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
ENGINEER III	HOURLY	6	\$125	\$750
TECHNICIAN VI	HOURLY	4	\$110	\$440
TECHNICIAN II	HOURLY	32	\$55	\$1,760
CONSTRUCTION MONITORING SUBTOTAL				\$2,950
<u>TOTAL ESTIMATED FEE</u>				<u>\$9,640</u>

COST ESTIMATE FOR GEOTECHNICAL SERVICES

2014 CONCRETE REHABILITATION - GERMANTOWN & SUN VALLEY ESTATES

FIELD EXPLORATION USING SHALLOW TEST BORINGS

PERFORM ELEVEN (11) SHALLOW TEST BORINGS ALONG GERMANTOWN AND SUN VALLEY ESTATES ALIGNMENTS. EXTEND BORINGS TO DEPTHS OF 5 FEET OR AUGER REFUSAL WHICHEVER OCCURS FIRST. OBTAIN UNDISTURBED THIN-WALLED TUBE SAMPLES OF SUBGRADE SOILS. SUPERVISION BY REGISTERED ENGINEER/GEOLOGIST.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
MOBILIZATION	LUMP SUM	1	\$600	\$600
CORE EXISTING CONCRETE SLAB	EACH	11	\$75	\$825
SOIL DRILLING AND SAMPLING	HOURLY	7.5	\$160	\$1,200
MATERIALS/SUPPLIES	LUMP SUM	1	\$0	\$0
PER DIEM FOR DRILL CREW	PER DAY	1	\$125	\$125
ENGINEERING SUPERVISION	HOURLY	13	\$125	\$1,625

FIELD EXPLORATION SUBTOTAL \$4,375

BASIC LABORATORY TESTING ON SAMPLES FROM TEST BORINGS

PERFORM LABORATORY SOIL CLASSIFICATION AND SHEAR STRENGTH TESTS INCLUDING ATTERBERG LIMITS, WATER CONTENT, DENSITY AND UNCONFINED COMPRESSIVE STRENGTH ON SAMPLES FROM BORINGS. SUPERVISION BY REGISTERED ENGINEER/GEOLOGIST.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
WATER CONTENT TESTS	EACH	22	\$6	\$132
DRY DENSITY DETERMINATIONS	EACH	22	\$12	\$264
UNCONFINED COMPRESSION	EACH	22	\$32	\$704
ATTERBERG LIMITS	EACH	6	\$85	\$510

BASIC LABORATORY TESTING SUBTOTAL \$1,610

GEOTECHNICAL ENGINEERING AND REPORT

PREPARE TEST BORING LOGS AND TEST REPORTS. EVALUATE SUBSURFACE CONDITIONS. DEVELOP RECOMMENDATIONS FOR SUBGRADE STABILIZATION INCLUDING DESCRIPTION OF PROCEDURE. ESTIMATE QUANTITY OF SUBGRADE TO BE STABILIZED AND DEVELOP SUBGRADE STABILIZATION COST ESTIMATE. BE AVAILABLE FOR CONSULTING WITH BCMR AND FOR CONTRACTOR QUESTIONS DURING BIDDING.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
ENGINEER III	HOURLY	50	\$125	\$6,250

ENGINEERING/REPORT SUBTOTAL \$6,250

CONSTRUCTION OBSERVATION AND MONITORING

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
ENGINEER III	HOURLY	12	\$125	\$1,500
TECHNICIAN VI	HOURLY	8	\$110	\$880
TECHNICIAN II	HOURLY	72	\$55	\$3,960

CONSTRUCTION MONITORING SUBTOTAL \$6,340

TOTAL ESTIMATED FEE \$18,575

TERMS AND CONDITIONS

FOR GEOTECHNICAL AND CONSTRUCTION TESTING SERVICES

ALLSTATE CONSULTANTS LLC

1. **SCOPE OF SERVICES:** Allstate Consultants LLC (the Firm) shall perform the Geotechnical Engineering and/or Construction Observation and Testing Services described in this Agreement for the stated fee arrangement. The Firm will perform the services in a timely manner with due and reasonable diligence consistent with sound professional practices.

Cost estimates provided in the Agreement, shall not be considered as a firm fee unless so stated in the Agreement. If unanticipated site conditions are discovered, the scope of services may change as the work progresses. The Firm will advise the Client of the unanticipated conditions and will perform authorized additional services in accordance with the attached fee schedule rates. Rates will be provided for any additional work beyond the scope of services described in this Agreement and not included in the attached fee schedule.

2. **STANDARD OF CARE:** The Firm will perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by other members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any oral or written report, opinion, document, or other instrument of service.
3. **SITE ACCESS:** Unless otherwise stated, the Firm will have the right of access to the site for activities necessary for the performance of the site exploration or construction observation and testing services. While the Firm will take reasonable precautions to minimize damage due to these activities, the Client recognizes that the Firm's use of exploratory equipment may cause some damage to the site and understands that the restoration of such damage is not part of this Agreement. The Client further understands the Firm has not included costs for restoration of any resulting damage in the stated fee.
4. **BURIED UTILITIES:** The Firm will contact representatives of local utility companies to request that the locations of underground utilities be marked in the areas we plan to perform subsurface exploration. Reasonable precautions will be taken by the Firm to avoid damage or injury to existing underground utilities. The Client agrees to mark or have others mark the locations of any private utilities existing on the site and to hold harmless and indemnify the Firm for any claims or liabilities incurred for damages to underground utilities that were not brought to the Firm's attention or were not correctly marked or shown on drawings provided to the Firm.
5. **BORING AND FIELD TEST LOCATIONS:** Unless otherwise stated in this Agreement, the Firm will layout or locate the borings, test pits and/or field tests using pacing, a measuring wheel, and/or a tape and a scaled, Client furnished, site drawing with convenient on-site reference points. The Firm will approximate right angles and will estimate ground elevations based on interpolation from furnished topographic information or provided control points. If so stipulated in the Agreement, the Firm will determine elevations using an engineer's level and a convenient benchmark provided by the Client. The accuracy of the Client provided information and/or survey control will effect the accuracy of the boring, test pit and field test locations and the elevations determined by the Firm. If greater accuracy is required, or if otherwise stated in this Agreement, the Firm will layout or locate the borings, test pits and/or field tests and will determine ground elevations using professional surveying methods. The Firm reserves the right to adjust boring, test pit or field test locations a reasonable distance to avoid unexpected obstacles that may be encountered at the site.
6. **SUBSURFACE RISKS:** The Client realizes that special risks are associated with the identification of subsurface conditions that are hidden from view. Even a comprehensive sampling and testing program implemented by experienced personnel using appropriate equipment under the direction of a trained professional may fail to detect certain conditions, because such conditions are hidden and therefore cannot be targeted in development of a subsurface exploration plan. For similar reasons, conditions that the Firm infers to exist between sampling points may differ significantly from the conditions that actually exist there. Time also plays a significant role and the Client recognizes that, because of natural occurrences or human intervention at or near the site, actual conditions discovered through sampling are subject to rapid change. The Client further understands that such risks cannot be eliminated, but that the Firm is able to apply certain techniques to help reduce such risks to a level the Client deems tolerable. The Firm is available to explain these risks and risk reduction methods to the Client, but, in any event, the scope of services included in this Agreement is that which the Client agreed to or selected in light of the Client's own risk preferences and other considerations.
7. **GEOSERVICE EXCLUSIONS:** The Client, understands that the education, experience, expertise, and capabilities of those who provide geotechnical engineering services and those who provide geoenvironmental services differ significantly. Those involved with a geotechnical engineering project may not notice indications of environmental concerns and, if they do, they may not report them. The same applies to personnel involved with geoenvironmental projects, with respect to geotechnical issues. Accordingly, Client shall, to the fullest extent permitted by law, waive any claim against the Firm, and indemnify, defend, and hold the Firm harmless from any claim or liability for injury or loss arising from the Firm's alleged failure to report or report fully on environmental issues in instruments of geotechnical service or on geotechnical issues in instruments of geoenvironmental service. The Client also shall compensate the Firm for any time spent or expenses incurred by the Firm in defense of any such claim. Such compensation shall be based upon the Firm's prevailing fee schedule and expense reimbursement policy.

8. **CHANGED CONDITIONS:** The Client has relied on the Firm's professional judgment in establishing the Firm's scope of services and estimated fee for this project, given the project's nature and risks and the Client's risk preferences and imposed constraints. The Client shall also rely on the Firm's professional judgment in evaluating the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Firm. Should the Firm call for contract renegotiation, the Firm shall identify the changed conditions that in the Firm's professional judgment make such renegotiation necessary and the Firm and Client shall promptly and in good faith enter into the renegotiation process. If renegotiated terms cannot be agreed to, the Firm shall have the right to terminate this Agreement without penalty as per Paragraph 18, Termination of Services.
9. **DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS:** Hazardous materials or certain types of hazardous materials may exist even where there is no reason to believe they are present. Should the Firm discover such unanticipated hazardous materials or suspected hazardous materials, the Firm shall notify the Client as soon as practically possible. The Client and the Firm agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation or termination of this Agreement. The Client and the Firm also agree that, upon discovery of unanticipated hazardous materials or suspected hazardous materials, the Firm should take those measures that in the Firm's opinion are necessary to preserve and protect public health, safety, and welfare and the environment. The Client agrees to compensate the Firm for such services, given that the hazardous materials or suspected hazardous materials in question are the Client's responsibility. In addition, the Client shall, to the fullest extent permitted by law, waive any claim against the Firm, and indemnify, defend, and hold the Firm harmless from any claim or liability for injury or loss allegedly arising from the Firm's discovery of unanticipated hazardous materials or suspected hazardous materials, or their presence. The Client also shall compensate the Firm for any time spent or expenses incurred by the Firm in defense of any such claim. Such compensation shall be based upon the Firm's prevailing fee schedule and expense reimbursement policy.
10. **DISPOSAL OF SAMPLES:** All soil, rock, water, and other samples obtained from the project site are the Client's property. Unless other arrangements are mutually agreed upon in writing, or unless otherwise required, the Firm shall preserve such samples for no longer than sixty (60) calendar days after the Firm's issuance to the Client of the report that relates data obtained from the samples. If in the Firm's opinion any of these samples are or may be affected by a regulated contaminant, the Firm shall package such samples in accordance with applicable law, and the Client shall arrange for lawful disposal procedures, that is, procedures to remove the samples from the Firm's custody and transport them to a disposal site. The Firm shall not under this Agreement arrange for or otherwise dispose of substances affected by regulated contaminants. The Firm will, at Client's request, help Client identify appropriate alternatives for off-site treatment, storage, or disposal of such substances, but the Firm shall not make any independent determination about the selection of a treatment, storage, or disposal facility, nor will the Firm subcontract such activities through transporters or others. The Client shall sign all manifests for the disposal of substances affected by regulated contaminants and shall otherwise exercise prudence in arranging for lawful disposal. Because involvement with Client's contaminated samples can expose the Firm to severe risks, Client shall, to the fullest extent permitted by law, waive any claim against the Firm, and indemnify, defend, and hold the Firm harmless from any claim or liability for injury or loss allegedly arising from the Firm's containing, labeling, transporting, testing, storing, or other handling of the Client's contaminated samples. The Client also shall compensate the Firm for any time spent or expenses incurred by the Firm in defense of any such claim. Such compensation shall be based upon the Firm's prevailing fee schedule and expense reimbursement policy.
11. **CONSTRUCTION OBSERVATION AND TESTING:** The Client recognizes that observation and testing will be necessary during construction and that unanticipated or changed site conditions may be encountered as construction progresses. For these reasons, the Client will retain the Firm to provide observation and testing services during construction. The scope of services describing the portions of construction for which observations and tests will be performed will be described in the Construction Observation and Testing Agreement. The Firm's observation and testing services will consist of performing field and laboratory tests, reporting test results to on-site personnel designated by the Client and developing and reporting to the Client the Firm's professional opinion as to whether the results of the observations and tests indicate compliance with the project requirements. The Firm's observation and testing services will be limited to portions of the work stipulated in the Agreement that are in progress when the Firm's representative(s) are on-site.

The Client understands that construction observation and testing are conducted to reduce, not eliminate, the risk of problems arising during or after construction, and that provision of the Firm's service does not create a warranty or guarantee of any type. In all cases, the contractors shall retain responsibility for the supervision, quality and completeness of their work and for adhering to the plans, specifications, and recommendations on which their work is based and they should be so informed. The contractors should also be advised that neither the Firm's presence on-site nor the performance of the Firm's observation and testing services relieves them in any way from compliance with project requirements nor from defects discovered in their work.

The Client recognizes that even those products manufactured in closely controlled environments have variations in properties and that the accuracy of tests used to measure the quality of these products are also subject to variations. As compared with other manufactured products, field construction typically has wider variations in product properties and in test results. Therefore, even with careful observation and testing, the Firm cannot state that all portions of the work comply with project requirements. However, the level of confidence regarding compliance with project requirements is generally much higher with full time observation and testing than with intermittent or periodic observation and testing.

Should the Firm, for any reason, not be selected to provide construction observation and testing services during implementation of the Firm's plans, specifications, and/or recommendations, or should the Client unduly restrict the Firm's assignment of observation personnel, the Client shall, to the fullest extent permitted by law, waive any claim against the

Firm, and indemnify, defend, and hold the Firm harmless from any claim or liability for injury or loss arising from problems allegedly caused by findings, conclusions, recommendations, plans, or specifications developed by the Firm. Client also shall compensate the Firm for any time spent or expenses incurred by the Firm in defense of any such claim. Such compensation shall be based upon the Firm's prevailing fee schedule and expense reimbursement policy.

12. **SITE SAFETY:** The Firm's site responsibilities are limited solely to the activities of the Firm and the Firm's employees on the site. These responsibilities shall not be inferred by any party to mean that the Firm has responsibility for site safety for any reason. Safety in, on, or about the site is the sole and exclusive responsibility of the contractor alone. The contractor's methods of work performance, superintendence of the contractor's employees, and sequencing of construction are also the sole and exclusive responsibility of the contractor alone. The Client warrants that: 1) these responsibilities will be made clear in Client's agreement with the contractor; 2) Client's agreement with the contractor shall require the contractor, to the extent of contractor's negligence, to indemnify, defend, and hold Client and the Firm harmless from any fine, penalty, claim, or liability for injury or loss arising from Client's or the Firm's alleged failure to exercise site safety responsibility; and 3) Client's agreement with the contractor shall require the contractor to make Client and the Firm additional insureds under the contractor's general liability insurance policy, which insurance protection shall be primary protection for Client and the Firm, and shall hold Client and the Firm harmless from claims, losses, and defense cost arising from the negligence of contractor or subcontractor on any tier. Given the foregoing, Client also shall, to the fullest extent permitted by law, waive any claim against the Firm, and indemnify, defend, and hold the Firm harmless from any claim or liability for injury or loss arising from the Firm's alleged failure to exercise site safety responsibility. Client also shall compensate the Firm for any time or expenses incurred by the Firm in defense of any such claim. Such compensation shall be based upon the Firm's prevailing fee schedule and expense reimbursement policy.
13. **LIMITATION OF LIABILITY:** Client and the Firm have considered the risks and rewards associated with this project, as well as the Firm's fee for services. The Client and the Firm agree to allocate certain of the risks so that, to the fullest extent permitted by law, the Firm's total aggregate liability to the Client and all third-parties is limited to the greater of \$ 50,000 or the Firm's fee for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness' fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other act giving rise to liability based upon contract, tort, or statute.
14. **INDEMNIFICATION:** The Client shall indemnify and hold harmless the Firm and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Firm), or anyone for whose acts they may be liable.
15. **CONFIDENTIALITY:** The Firm agrees to keep confidential and to not disclose to any person or entity (other than the Firm's employees and subcontractors), without the prior consent of Client, all data and information not previously known to and generated by the Firm, or furnished to the Firm and marked "CONFIDENTIAL" by Client; provided, however, that these provisions shall not apply to data that: are in the public domain; were previously known to the Firm; or were independently acquired by the Firm from third-parties under no obligation to Client to keep said data and information confidential. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of the Firm, nor shall they be interpreted to in any way restrict the Firm from complying with a legally enforceable order to provide information or data. The Client agrees that the Firm may use and publish the Client's name and a general description of the Firm's services with respect to the project in describing the Firm's experience and qualifications to others. The Client also agrees that any patentable or copyrightable concepts developed by the Firm in the course of the Firm's services hereunder are the sole and exclusive property of the Firm.
16. **FEES:** A *Fixed Fee*, if stated, shall constitute the total compensation due. An *Estimated Fee*, if stated, shall be calculated on the basis of the attached *Fee Schedule* and the estimate shall not be exceeded by more than twenty percent without written approval of the Client. A *Not To Exceed Fee*, if stated, will be calculated on the basis of the attached *Fee Schedule* and will not be exceeded without prior written approval of the Client.
17. **BILLING AND PAYMENTS:** Statements for the Firm's services shall be submitted on a monthly basis. Statements shall be due upon receipt and payable within 30 days after their date. Payments shall not be contingent upon any other payments to the Client by others. If not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of all services. Payments to the Firm shall not be withheld, postponed or made contingent on the permitting, construction, completion or success of the project. No withholdings, deductions or offsets shall be made from the Firm's compensation for any reason.
18. **TERMINATION OF SERVICES:** The Agreement may be terminated by the Client or the Firm after seven days written notice should the other fail to perform its obligation hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and termination expenses.
19. **OWNERSHIP OF DOCUMENTS:** All boring and test pit logs, field data, field notes, laboratory data, calculations, analyses, estimates, reports and other documents produced by the Firm under this Agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.
20. **APPLICABLE LAWS:** Unless otherwise specified, this agreement shall be governed by the laws of the State of Missouri.

1/27/14
**REQUEST
 DATE**

**PURCHASE REQUISITION
 BOONE COUNTY, MISSOURI**

Please return all documentation to
 Auditor's Office.

5920
VENDOR NO.

Allstate Consultants, LLC
VENDOR NAME

Professional Services
BID NUMBER

Ship to Department # 2041

Bill to Department # 2041

Department	Account	Item Description	Qty	Unit Price	Amount
2041	71202	Geotechnical engineering & geotechnical testing for Germantown & Sun Valley Estates	NOT TO	EXCEED	\$18,575.00
GRAND TOTAL:					<u>18,575.00</u>

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

[Signature]
 Approving Official

[Signature]
 Prepared By

eg 1/27/14
 Auditor Approval

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 14

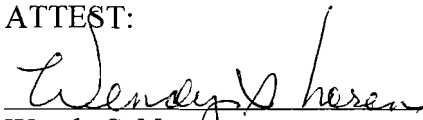
In the County Commission of said county, on the 4th day of February 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the Agreement between Boone County and the Humane Society for Animal Shelter and Related Services. The terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

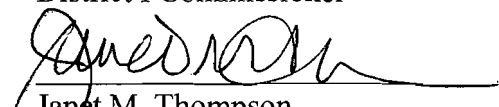
Done this 4th day of February, 2014.

ATTEST:


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


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

59-2014

AGREEMENT FOR ANIMAL SHELTER AND RELATED SERVICES

THIS AGREEMENT, dated the 4th day of February, 2014, is made and entered into by and between **Boone County Missouri**, a first class non-charter county and political subdivision of the State of Missouri, by and through its County Commission, herein "**County**," and the **Central Missouri Humane Society**, a Missouri not for profit corporation, herein "**Humane Society**".

WHEREAS, the County is authorized by law to regulate the possession, control and disposition of animals pursuant to section RSMo §192.330 and RSMo §§ 322.090 – 322.130; and

WHEREAS, the County has promulgated certain regulations relating to the control of animals as part of the Code of Health Regulations for Boone County, Missouri; and

WHEREAS, Humane Society has the ability and desire to provide the County with animal shelter and related services; and

WHEREAS, the parties wish to memorialize their agreement relating to animal shelter services.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to memorialize the parties' mutual undertaking with respect to animal shelter services and related animal services that the Humane Society will provide County for the duration of this agreement.
2. **COUNTY AGREEMENTS.**
 - a. County will pay to the Humane Society the sum of Ten Thousand Two Hundred and Sixty Dollars (\$10,260.00) for calendar year 2014 in exchange for the services the Humane Society will provide as outlined herein.
3. **HUMANE SOCIETY AGREEMENTS.**
 - a. Humane Society agrees to provide the County with an Animal Shelter for the reception and humane care of impounded animals described in this agreement as well as provide space and care for proper observation of at least three (3) animals per month which are seized and impounded as suspected rabies carriers.
 - b. Humane Society agrees to accept all abandoned, neglected or abused animals seized by health officials, animal control officers or law enforcement officers which are seized and impounded pursuant to the provisions of applicable Boone County Code of Health Regulations or the provisions of RSMo Chapter 578. All such animals

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shall be disposed of as provided by said health regulations or applicable statutes in the event they are unclaimed.

- c. Humane Society agrees to assist County animal control officers and/or law enforcement officials in conducting animal abuse and neglect investigations within the unincorporated areas of Boone County, Missouri when requested.
 - d. Humane Society agrees to provide staff and/or volunteers to present educational programs to Boone County citizens as mutually deemed appropriate by the County and the Humane Society for purposes of teaching and promoting the humane care and maintenance of animals.
 - e. Humane Society agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this agreement.
4. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
 5. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of County and Humane Society. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
 6. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
 7. **TERM.** This Agreement shall be in effect from January 1, 2013, through and including December 31, 2013.
 8. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
 9. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
 10. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.

59-2014

11. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.

12. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.


BOONE COUNTY, MISSOURI

By: 

Presiding Commissioner

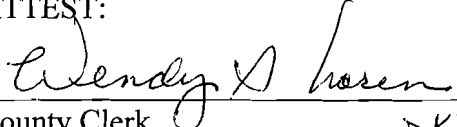
Date: 2-4-13

CENTRAL MISSOURI HUMANE SOCIETY


By: 

President, Board of Directors

Date: 1/17/14

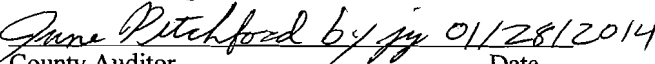
ATTEST:


County Clerk DKB

APPROVED AS TO FORM:


County Attorney

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



County Auditor Date
Acct# 1430-86610

1/23/14

**REQUEST
DATE**

**PURCHASE REQUISITION
BOONE COUNTY, MISSOURI**

176

Central Missouri Humane Society

VENDOR NO.

VENDOR NAME

BID NUMBER

Ship to Department #1430

Bill to Department #1430

Department	Account	Item Description	Qty	Unit Price	Amount
1430	86610	Animal Shelter & Related Services			\$10,260.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
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					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
GRAND TOTAL:					<u>10,260.00</u>

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Kevin M. Miller
Approving Official

Beverly Buchanan
Prepared By

[Signature]

Year	2014	Original Appropriation	10,260.00
Dept.	1430 CIVIC SERVICES	Revisions	
Acct.	86610 HUMANE SOCIETY	Original + Revisions	10,260.00
Fund	100 GENERAL FUND	Expenditures	
		Encumbrances	
Class/Account	A ACCOUNT	Actual To Date	
Account Type	E EXPENSE	Remaining Balance	10,260.00
Normal Balance	D DEBIT	Shadow Balance	10,260.00

Expenditures by Period

January	_____	July	_____
February	_____	August	_____
March	_____	September	_____
April	_____	October	_____
May	_____	November	_____
June	_____	December	_____

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions