

71 -2014

# 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 20th 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 05-14JAN14 -100 Ton Shop Press to General Parts Distribution LLC d/b/a Carquest Auto Parts of Columbia, MO.

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.

Done this 20th day of February, 2014.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller

Karen M. Miller  
District I Commissioner

Absent

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, Senior Buyer  
DATE: February 6, 2014  
RE: 05-14JAN14 – 100 Ton Shop Press

05-14JAN14 – 100 Ton Shop Press opened on January 14, 2014. Six bids were received and Public Works recommends award by low bid to General Parts Distribution LLC d/b/a Carquest Auto Parts of Columbia, MO.

Total cost for 100 Ton Shop Press is \$11,596.00 and will be paid from department 2040 – Public Works Maintenance Operations, account 92300 - Replacement Machinery & Equipment. \$15,000 was budgeted for this purchase. The Bid Tabulation is attached for your review.

ATT: Bid Tabulation

cc: Greg Edington, Public Works  
Bid File

05-14JAN14. - 100-Ton Shop Press

BID TABULATION		Mile-X Equipment, Inc.	General Parts Distribution D/B/A Carquest Auto Parts	O'Reilly Automotive Stores, Inc. D/B/A O'Reilly Auto Parts	Factory Motor Parts (Bid #1)	Myers Tire Supply	Factory Motor Parts (Bid #2)	
4.7.	PRICING	QTY	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	
4.7.1.	100-Ton Shop Press as per Section 2.0. (including accessories)	1	\$6,949.00	\$11,596.00	\$13,422.00	\$13,949.83	\$15,052.00	\$23,174.83
4.8.	DELIVERY ARO		7 days	5-7 Business Days (in stock)	4 weeks	Approx. 2 weeks	20 days	4-5 months
4.9.	Warranty Features of all Items		1 year factory warranty	Limited lifetime warranty covers against defect and workmanship. Does not cover abuse or normal wear. Warranty is usually covered by repair from an authorized service center.	1 year repair warranty	OTC Marathon Lifetime Warranty (Information attached)	Lifetime warranty	OTC Marathon Lifetime Warranty (Information attached)
4.10.	Any Deviations from Section 2.0.		- Deviations on press to be determined by department; brochure included with bid, Item 4.10. response: "specs attached." - Warranty offered is a 1-yr factory warranty, not lifetime factory warranty as specified in Section 2.3	- Item bid is an OTC 1858-1P (Single Phase + Adapters) - Specs provided	- Item bid is an OTC 1854 - Warranty offered is standard, not lifetime factory warranty as specified in Section 2.3	Item bid is an OTC 1858-1P (without remote) No deviations noted	- Item bid is an OTC 1858 - No deviations	Item bid is an OTC 1865P (with remote) No deviations noted
4.12.	Cooperative Purchasing Y or N		N	Y	Y	Y	Y	Y



**PURCHASE AGREEMENT  
FOR  
100 TON SHOP PRESS**

**THIS AGREEMENT** dated the 20<sup>th</sup> 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 **General Parts Distribution LLC d/b/a Carquest Auto Parts**, 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 **100 Ton Shop Press**, Request for Bid number **05-14JAN14**, any applicable addenda and the Contractor's bid response dated **January 9, 2014** and executed by **David Spunaugle** 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 proposal response may be permanently maintained in the County Purchasing Office contract file for this proposal if not attached. In the event of conflict between any of the foregoing documents this Purchase Agreement, the Request for Proposal 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) 100 Ton Shop Press as follows:

	<u>Unit Price</u>
<b>OTC 1858 -1P Shop Press</b>	\$11,596.00
<b>Single Phase + Adapters</b>	
• Includes Limited Lifetime Warranty	
<b>Total</b>	<b>\$11,596.00</b>

3. **Delivery** - Vendor agrees to deliver equipment within 5-7 business days after receipt of order. Delivery shall be to Boone County Public Works, Attn: Greg Edington, 5551 Tom Bass Rd., Columbia, MO 65201.

4. **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.

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

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

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or

71-2014

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.

GENERAL PARTS DISTRIBUTION  
D/B/A CARQUEST AUTO PARTS

BOONE COUNTY, MISSOURI

by [Signature]  
title Regional Director of Sales

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

APPROVED AS TO FORM:

[Signature]  
C.J. Dykhouse, County Counselor

ATTEST:

[Signature]  
Wendy S. Noren, County Clerk

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.)

[Signature]  
Signature by [Signature]

2/7/14  
Date

2040-92300 - \$11,596.00

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: GENERAL PARTS DISTRIBUTION LLC RA CARQUEST AUTO PARTS
- 4.2. Address: 1905 N Providence Rd.
- 4.3. City/Zip: Columbia, Mo. 65201
- 4.4. Phone Number: STORES - 573-443-8765
- 4.5. Fax Number: CONTACT - CONTRACT - 785-556-1675
- 4.6. Federal Tax ID: 573-442-4530
- 4.6.1.  Corporation  
 Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

4.7. PRICING			
	Description	Quantity	Unit Price
4.7.1.	100 Ton Shop Press as per Section 2.0. (including accessories.) <u>DTC 1858-1P (single phase) + Adapters</u>	1	\$ 11596.00
4.8.	Delivery ARO: <u>Freight P/D - 5-7 Business Days (currently in stock)</u>		
4.9.	Describe Warranty Features of all Items: <u>Limited LIFETIME WARRANTY Covers against defect and workmanship. Does not cover abuse or normal wear. Warranty is usually covered by repair from an authorized service center.</u>		
4.10.	Describe Any Deviations From the Section 2.0.:		

4.11. 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.

4.11.1. Authorized Representative (Sign By Hand):

[Signature] Date: 1-09-2014  
 Print Name and Title of Authorized Representative

DARIO SPUNAUALE - Regional Director of Sales

4.12. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?  
 Yes  No

(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).

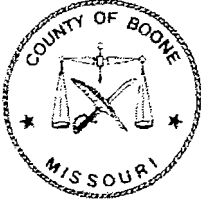
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (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.

Davey Spradger - Regional Director of Sales  
Name and Title of Authorized Representative

[Handwritten Signature]  
Signature

1/9/2014  
Date



**BOONE COUNTY, MISSOURI**

**Request for Bid #: 05-14JAN14 – 1—Ton Shop Press**

**ADDENDUM #1 - Issued January 7, 2014**

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

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

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

**1. Question: Does the County have a specific make and model in mind for this bid?**

**Answer:** The bid specifications were written based on technical specifications for an OTC 100T press however the County does not require a specific brand.

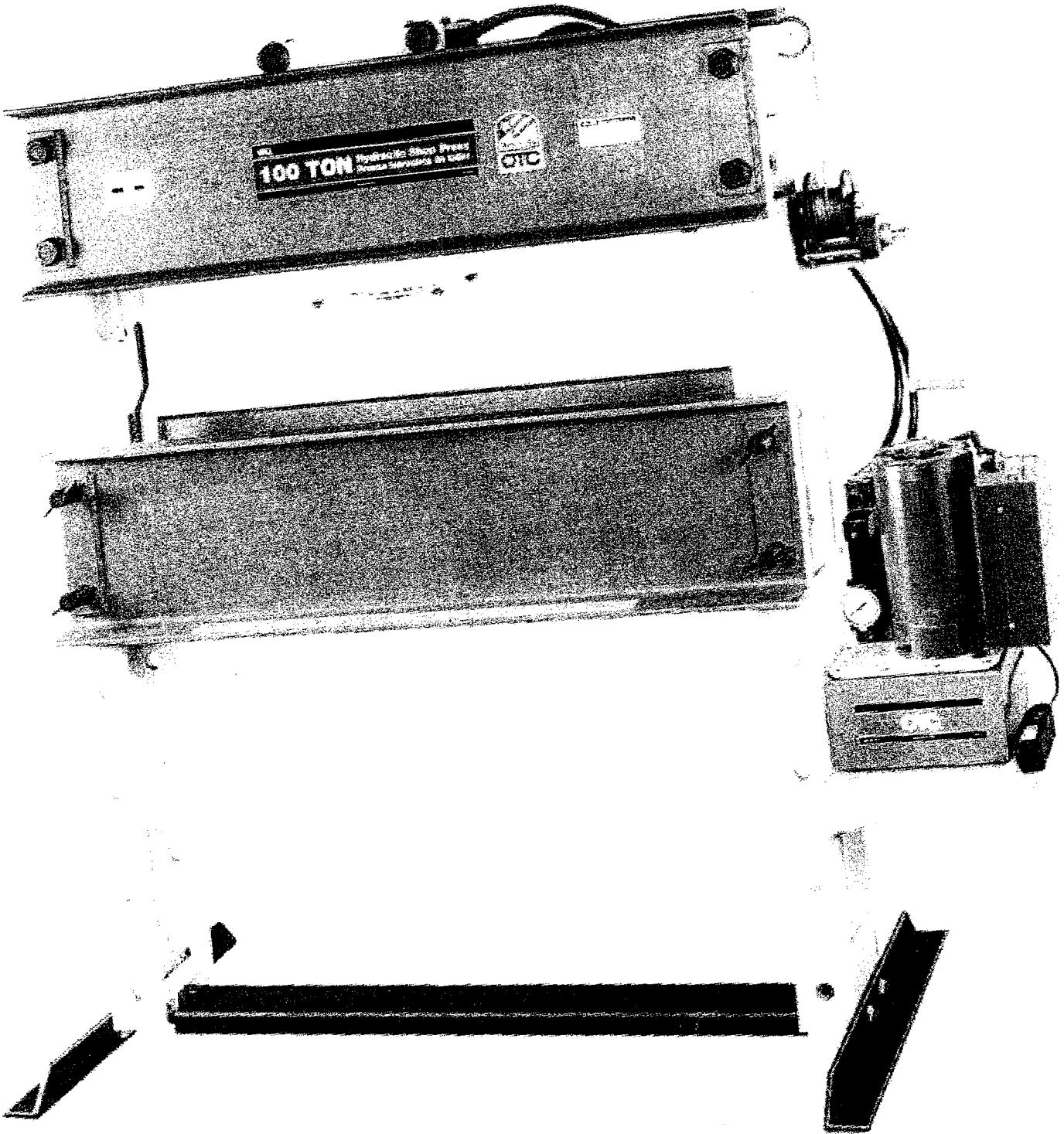
By: *Amy Robbins*  
Amy Robbins  
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid #05-14JAN14 – 100 Ton Shop Press receipt of which is hereby acknowledged:

Company Name: CHESSMAN PARTS DISTRIBUTION DBA CARQUEST AUTO PARTS  
Address: 7751 Nieman Rd  
Shawnee, KS 66214  
Phone Number: 785-556-1675 Fax Number: 877-204-6119  
E-mail address: dave.spunangle@carquest.com

Authorized Representative Signature: *David Spunangle* Date: 1-09-2014  
Authorized Representative Printed Name: David Spunangle

3TC 1858 (1 phase)  
Single-Phase





SPX Corporation  
 655 Eisenhower Drive  
 Owatonna, MN 55060-0995 USA  
 Phone: (507) 455-7000  
 Tech. Serv.: (800) 533-6127  
 Fax: (800) 955-8329  
 Order Entry: (800) 533-6127  
 Fax: (800) 283-8665  
 International Sales: (507) 455-7290  
 Fax: (507) 455-7063

Form No. 100358

Parts List for:

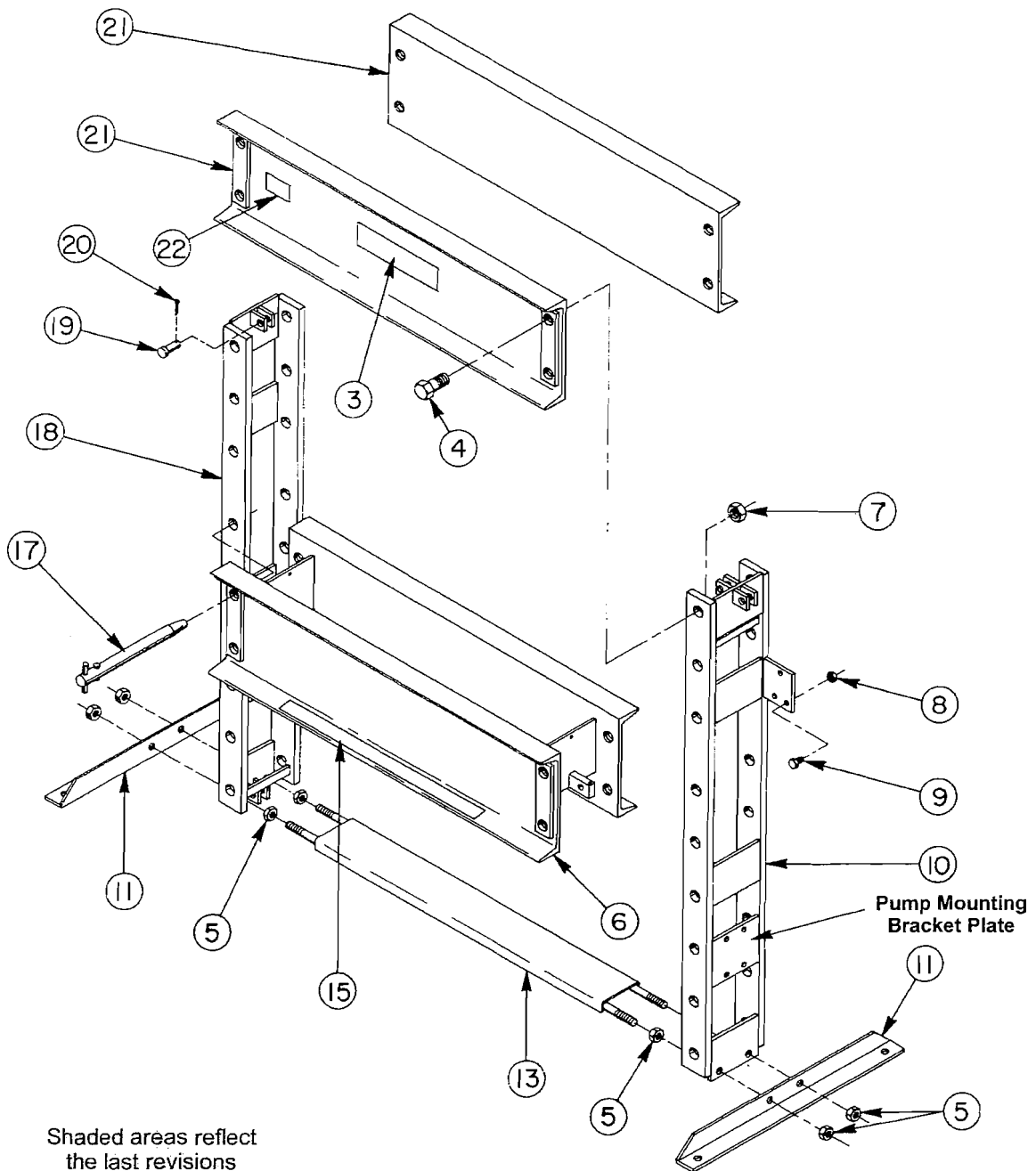
1857

1858

60534 (press frame only)

# 100 Ton Shop Press

## Frame Assembly



Shaded areas reflect  
 the last revisions  
 made to this form.

Sheet No. 1 of 2

Issue Date: Rev. 6-15-95

# Parts List

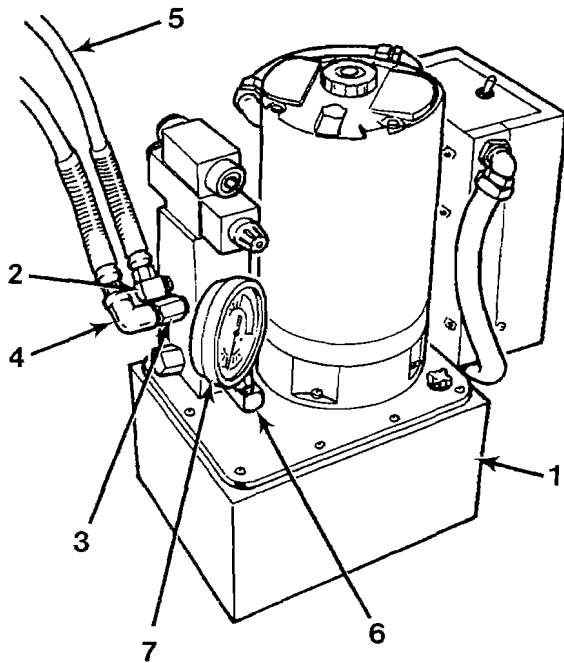
Form No. 100358, Sheet 1 of 2, Back

Item No.	Part No.	No. Req'd	Description
3	11592	1	Trade Name Decal
4	204344	8	Special Cap Screw
5	10397	8	Hex Nut (3/4-10)
6	61144-BL2	1	Lower Bolster
7	10406	8	Hex Jam Nut (1-3/8 -12; Torque to 275/300 ft. lbs.)
8	10204	3	Hex Nut (3/8-16)
9	10049	3	Hex Hd. Cap Screw (3/8-16 x 1" Lg.)
10	51229	1	Upright, R.H.
11	25849	2	Foot Angle
13	43176	1	Upright Spacer

Item No.	Part No.	No. Req'd	Description
15	46909	1	Warning Decal
17	38166	4	Cross Pin
18	51230	1	Upright, L.H.
19	16654	AR	Clevis Pin
20	10472	AR	Cotter Pin (1/8 Dia. x 1-1/2" Lg.)
21	43148-BL2	2	Upper Bolster
22	206043	1	Instruction Decal

Parts Included but Not Shown  
309956 1 Made In USA Decal

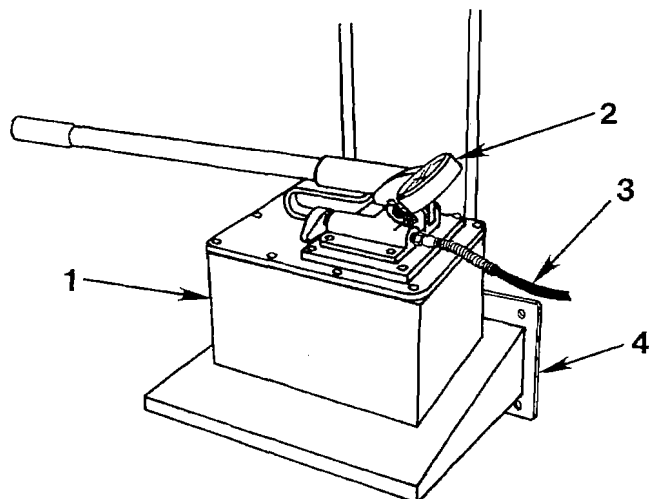
AR = As Required



## 61217 Electric Pump Hookup

Item No.	Part No.	No. Req'd	Description
1	61217	1	Electric Pump (see Form #100601; for 1858)
2	10474	1	Elbow Fitting (90° x 3/8 NPTF)
3	13828	1	Straight Fitting (3/8 NPTF)
4	10647	1	Elbow Fitting (90° x 3/8 NPTF)
5	36888	2	Hyd. Hose, 10 ft.
6	10645	1	45° Street Elbow
7	10492	1	Gauge

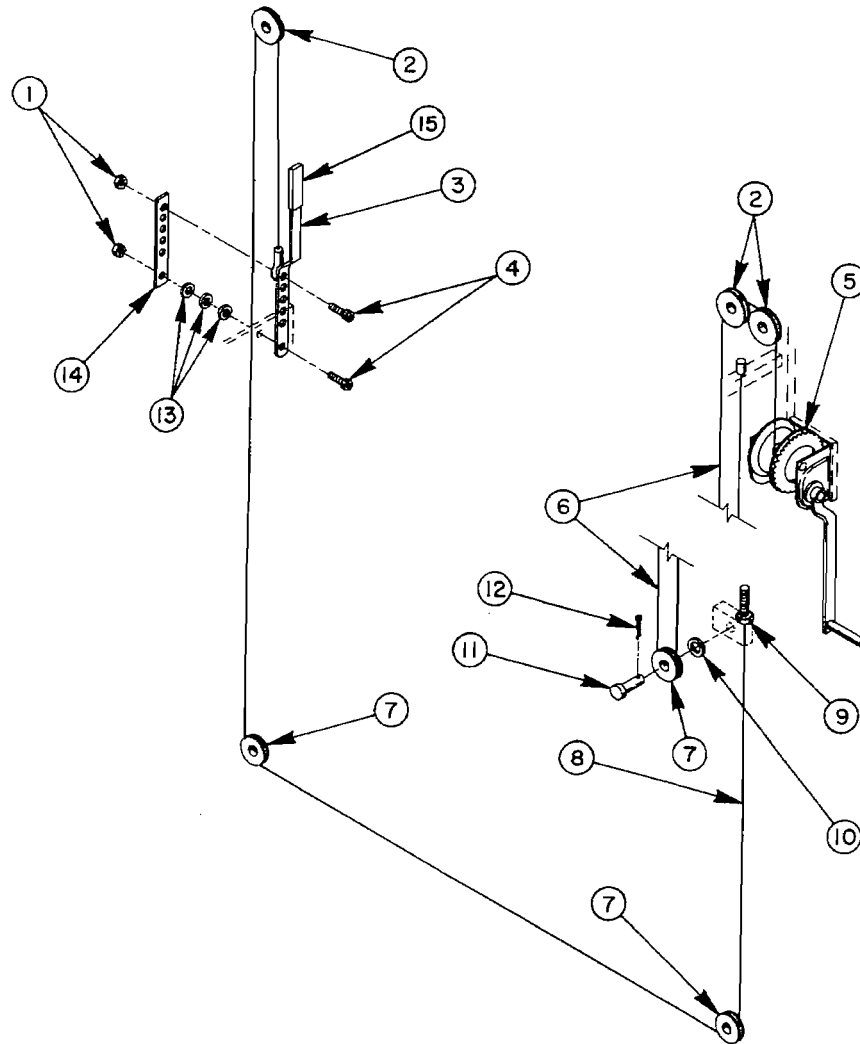
Parts Included but Not Shown  
50931 1 Pump Mounting Bracket



## 4008 Hand Pump

Item No.	Part No.	No. Req'd	Description
1	4008	1	Hand Pump (see Form #100390; for 1857)
2	10492	1	Gauge
3	303840	1	Hyd. Hose, 10 ft.
4	50931	1	Pump Mounting Bracket

Cable Assembly



Item No.	Part No.	No. Req'd	Description
1	12809	2	Locknut (1/4-20)
2	16659	3	Pulley (3" O.D.)
3	38579	1	Handle
4	10020	2	Cap Screw (1/4-20 x 1-1/4" lg.)
5	18895-1	1	Winch
6	207043	1	Winch Cable
7	16653	3	Pulley (2-1/2 O.D.)
8	38200	1	Press Cable

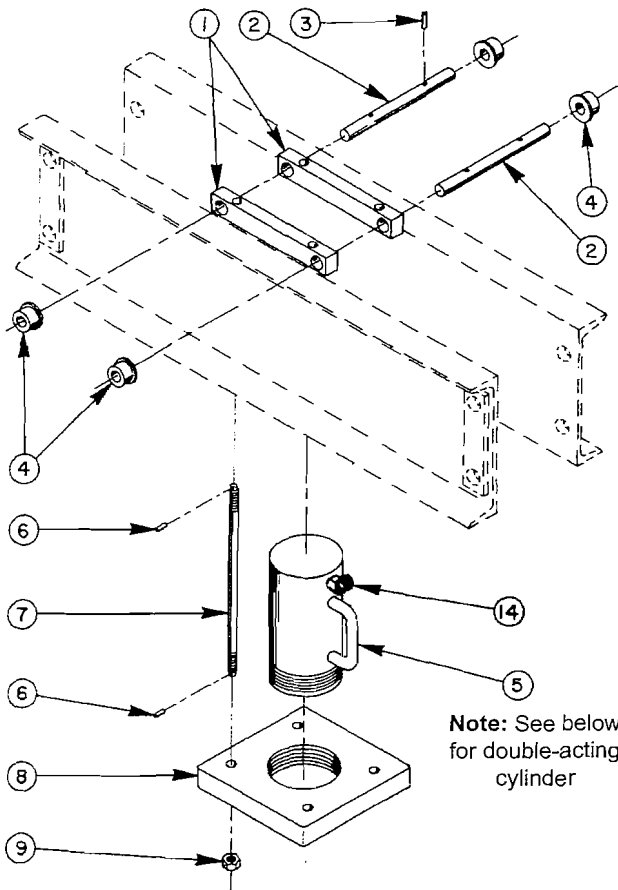
Item No.	Part No.	No. Req'd	Description
9	10204	1	Hex Nut (3/8-16)
10	12330	1	Washer (for 3/4" bolt)
11	16654	AR	Clevis Pin
12	10472	AR	Cotter Pin
13	12719	3	Washer (for 1/4" bolt)
14	201929	1	Cable Strap
15	17241	1	Handle Grip

AR=As Required

Sheet No. 2 of 2

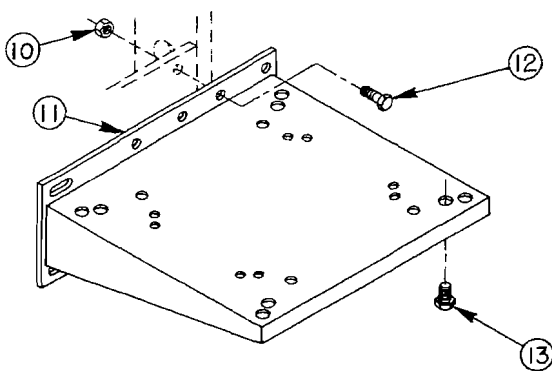
Issue Date: Rev. 6-15-95

### Cylinder Mounting Assembly

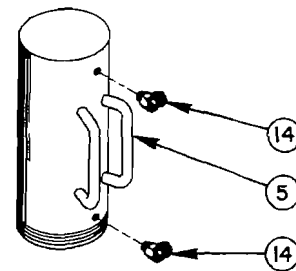


Item No.	Part No.	No. Req'd	Description
1	44419	2	Bar
2	302551	2	Bar
3	10982	4	Roll Pin (1/4 dia. x 1-1/2" lg.)
4	206944	4	Roller
5	52434	1	Single-Acting Cylinder (see Form #101437; for 1857; includes Item 14)
	51683	1	Double-Acting Cylinder (see Form #101410; for 1858; includes Item 14)
6	10585	8	Roll Pin (1/4 dia. x 1" lg.)
7	302549	4	Threaded Rod
8	52451	1	Ram Mtg. Plate (for 1857)
	51786	1	Ram Mtg. Plate (for 1858)
9	10216	4	Hex Nut (3/4-10 UNC)
10	10204	2	Hex Nut (3/8-16)
11	50931	1	Pump Mounting Bracket
12	10052	2	Hex Hd. Cap Screw (3/8-16 x 1-1/4" lg.)
13	10798	4	Hex Hd. Cap Screw (1/2-20 x 3/4" lg.)
14	10648	1	45° Elbow Fitting (included with 52434 Single-Acting Cylinder)
15	10648	2	45° Elbow Fitting (included with 51683 Double-Acting Cylinder)

### Pump Mounting Bracket



### Double-Acting Cylinder



Refer to any operating instructions included with the product for detailed information about operation, testing, disassembly, reassembly, and preventive maintenance.

Items found in this parts list have been carefully tested and selected by OTC. **Therefore: Use only OTC replacement parts!**

Additional questions can be directed to the OTC Technical Services Department.





SPX Corporation  
655 Eisenhower Drive  
Owatonna, MN 55060-0995 USA  
Phone: (507) 455-7000  
Tech. Serv.: (800) 533-6127  
Fax: (800) 955-8329  
Order Entry: (800) 533-6127  
Fax: (800) 283-8665  
International Sales: (507) 455-7290  
Fax: (507) 455-7063

Form No. 102342

Operating Instructions  
for:

1857

1858

60534

## 100 Ton Press

This heavy duty press can handle all your really tough pressing jobs. Wide open uprights (over 12") allow easy side loading. The ram head glides smoothly along the upper bolster on rollers, allowing fast and easy horizontal adjustments. The upper bolster can be lowered eight inches for convenient positioning.

### Safety Precautions



**Warning:** To help prevent personal injury,

- Read and carefully follow the operating instructions and safety precautions before assembling or using this press. Most problems with new equipment are caused by incorrect operation or assembly.
- Read and carefully follow the operating instructions and safety precautions for the pump and ram used with this press.
- The owner of this press must see that it is installed and operated according to federal (OSHA), state, and local safety standards.
- Presses can exert extremely high forces at moderate hydraulic pump pressures. If you have any questions concerning how much force is exerted at a given pressure, contact Technical Services.
- This press is designed for shop maintenance applications. For information regarding other applications, contact Technical Services.

### Operation

- Safety glasses must be worn at all times by the press operator and anyone within sight of the press.
- Keep hands out of the work area during a pressing operation.
- Locate the press in an isolated area, or shield the press to minimize danger to others. Hydraulic pressure can cause materials to break, possibly resulting in personal injury.
- It is impossible for the manufacturer to provide practical "all-purpose" shielding because this is a general purpose press that can be used in many different applications. The owner of the press must supply shielding that is practical and necessary for each application. Some safety is provided by wrapping the piece in a protective blanket, such as those offered in the OTC catalog, before applying pressure.
- Work pieces must be well supported and aligned so that ram force is straight, and parts being pressed cannot slip out or break.
- To prevent accidental slippage, bolster support pins must be in place and all cables slack before placing a work piece on the press bed or starting a pressing operation. Stay out from underneath the bolster.
- Do not stress adapters beyond their capacities. Any pushing or pulling adapters used with this press must have a maximum tonnage rating equal to or higher than the maximum tonnage rating of the press, or breakage can occur.
- The owner of the press must ensure that all safety-related decals are installed, maintained, and replaced if they become hard to read.

---

Sheet No. 1 of 2

---

Issue Date: Rev. 6-15-92

---

### Safety Precautions (cont'd)

#### Bolster Adjustment

**Warning:** A winch and cable assembly support the bolster when the support pins are not in place. The following rules must be observed to prevent personal injury:

- To prevent accidental slippage, all bolster support pins must be in place and all cables slack before placing a work piece on the press bed or starting a pressing operation.
- When lowering the bolster, remove the work piece. Place one support pin all the way through each front and the back upright in the highest hole under the bolster that will not interfere with the new bolster position. Remove your hands from the support pins after the pins are in place.
- When raising the bolster, remove the work piece. Leave the support pins in place until the bolster is raised to its new position. Remove your hands from the support pins after the pins are in place.
- Inspect the entire length of the lifting cables at least every three months, and replace cables that appear frayed, worn, or crushed. The cables must run on the pulleys easily, and the pulleys must be free to turn. Correct cable maintenance helps prevent accidental cable breakage.

#### Assembly

Remove banding from the press and shipping pallet, and remove all cartons. Stand the press upright. Refer to the parts list and follow these instructions during the assembly of hydraulic components and accessories.

1. Remove the lock ring and spring from the winch handle. Turn the handle 180°. Assemble the lock ring and spring again.
2. Refer to the parts list for the location of the pump mounting bracket. Mount the bracket using two hex hd. cap screws and nuts.
3. Place the pump on the bracket. Thread four machine screws through the bracket into the bottom of the pump reservoir.
4. Clean the threads on the hydraulic hose(s) and in the fittings. Assemble the hose(s) to the pump.
5. The gauge can be mounted to the pump's gauge port with a 45° elbow as shown in Figure 1. The gauge can also be mounted at the ram by using a tee adapter between the swivel fitting and hose. If you are using a double-acting ram, install the gauge in the top swivel fitting. See Figure 2. In either case, install a pipe plug in the pump's gauge port.
6. Thread the other end of the hose(s) into the swivel fitting(s) on the ram.

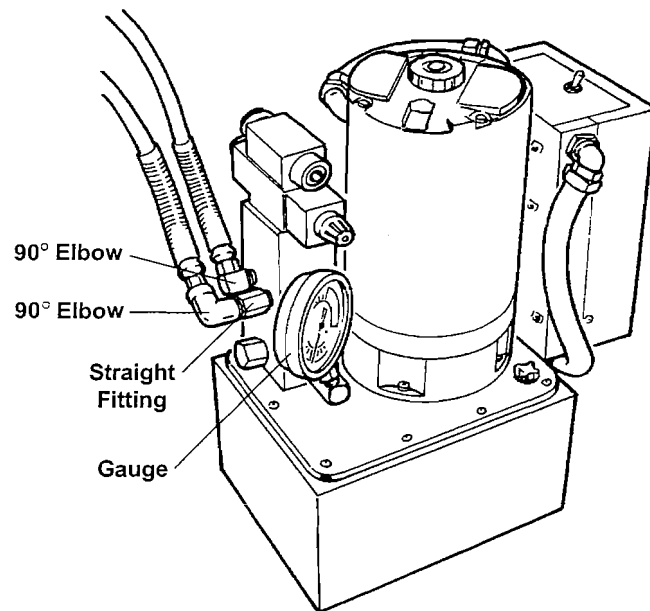


FIGURE 1

**Important: Seal hydraulic connections with Bakergel or one layer of Teflon tape.** Apply the tape carefully to prevent it from being pinched by the fitting and broken off inside the pipe end. Loose pieces of tape could travel through the system and obstruct the flow of oil or cause jamming of precision-fit parts.

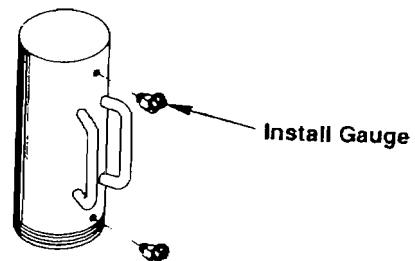


FIGURE 2

7. Air can accumulate in the hydraulic system during initial set-up or after prolonged use, causing the ram to respond slowly or in an unstable manner. To remove the air, lay the ram on the floor. Extend and retract the ram several times without putting a load on the system. Air will be released through the pump reservoir.
8. Positioning the work bed:
  - A. Put a small amount of tension on the cable by cranking the winch up, taking weight off the pins. This frees the pins in the end of the bolster next to the winch (or right side of the press). Pull the loose pins out.
  - B. Raise the other end of the bolster by pulling slightly on the handle until the other two pins are free.
  - C. Crank the winch for either up or down movement of the work bed. Reassemble the pins.

**IMPORTANT: The winch has a special friction break for holding the bolster during positioning. The friction break is NOT designed to hold during a pressing operation nor will it hold a work load during positioning.**

9. The ram cannot be threaded into the movable head if the head is still attached to the upper bolster. (The ram's carrying handle would hit the bolster.)
  - A. Disassemble the hose(s) from the ram. Plug the hose end(s) and the ram's swivel fitting(s).
  - B. See Figure 3. Remove the four roll pins and spacers that connect the ram mounting plate to the threaded rods of the cylinder mounting assembly. Remove the mounting plate.
  - C. Thread the ram into the mounting plate. Position the ram so the coupler points to the side of the press where the pump is mounted. **NOTE: The ram handle must not interfere with the winch cable after the mounting plate and ram are installed.**

**WARNING:** To help prevent personal injury, the ram and mounting plate **MUST** have maximum thread engagement to prevent the threads from stripping while the press is under full load.

- C. Due to the weight of the mounting plate and ram, the lower bolster can be used with cribbing to raise the mounting plate and ram to the top bolster. **IMPORTANT: The lower bolster should be used in this manner only during the assembly of the press because raising and lowering the bolster with a load can cause cable breakage.**
- D. Fasten the mounting plate (with ram) to the threaded rods using the spacers and roll pins removed in Step A. Remove cribbing. Thread the hose(s) into the swivel fitting(s) on the ram again.

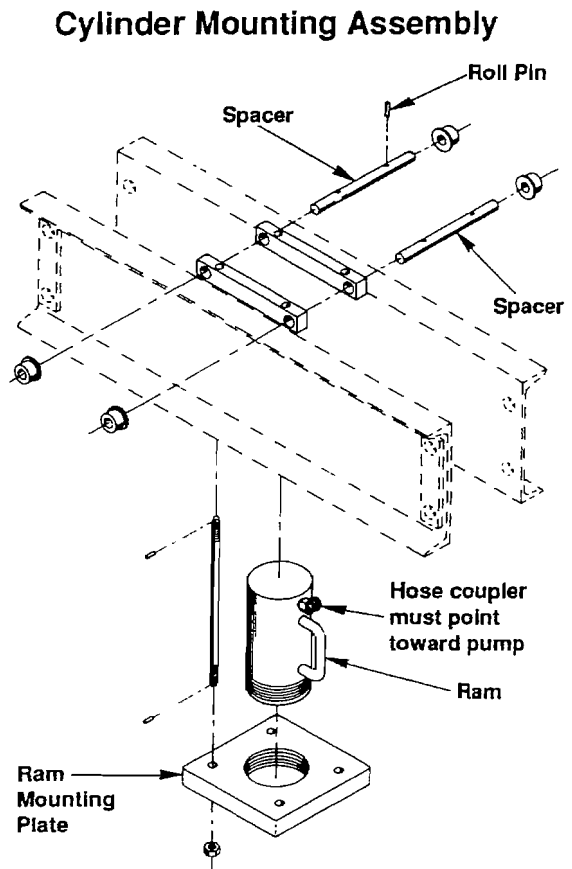


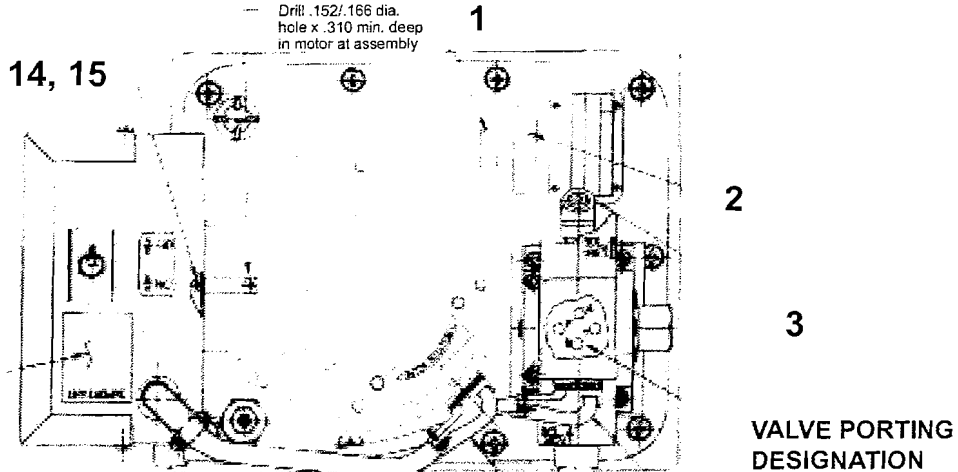
FIGURE 3

Parts List for:

61217  
 61217-50-220  
 61217-575

**ELECTRIC HYDRAULIC PUMP  
 WITH REMOTE CONTROLLED SOLENOID VALVE**

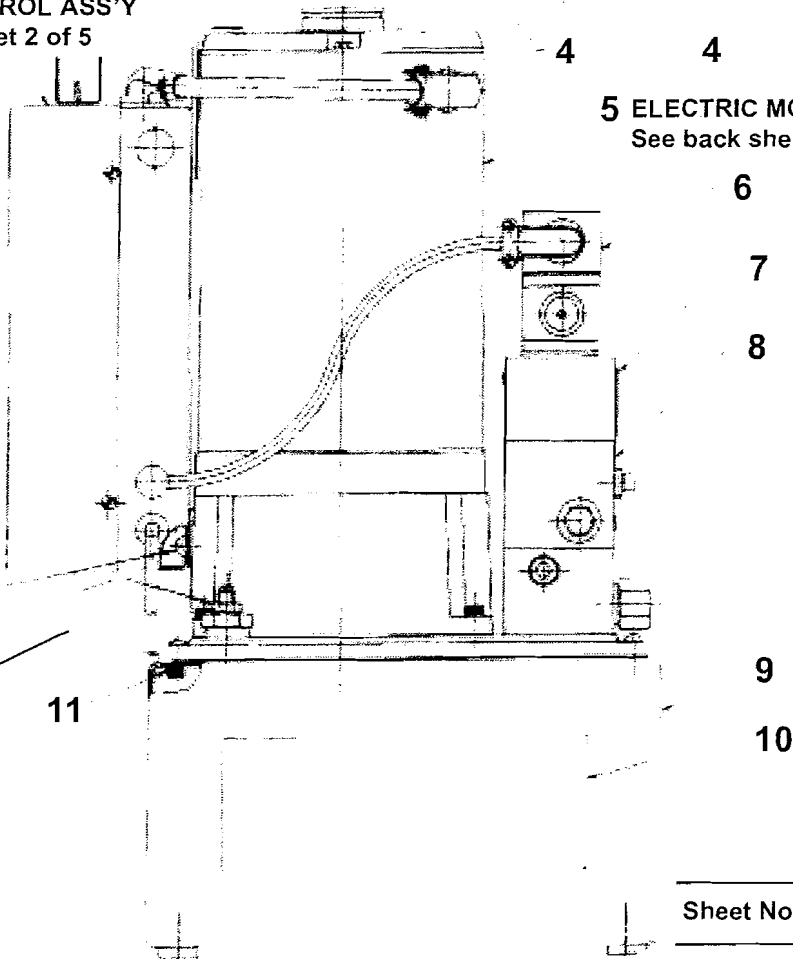
Drill .152/166 dia.  
 hole x .310 min. deep  
 in motor at assembly



**ELECTRICAL CONTROL ASS'Y**  
 See back of sheet 2 of 5

**5 ELECTRIC MOTOR ASS'Y**  
 See back sheet 1 of 5

**12**  
**EXTERNAL RELIEF VALVE**  
**BASIC PUMP ASSEMBLY**  
 See sheet 3 of 5



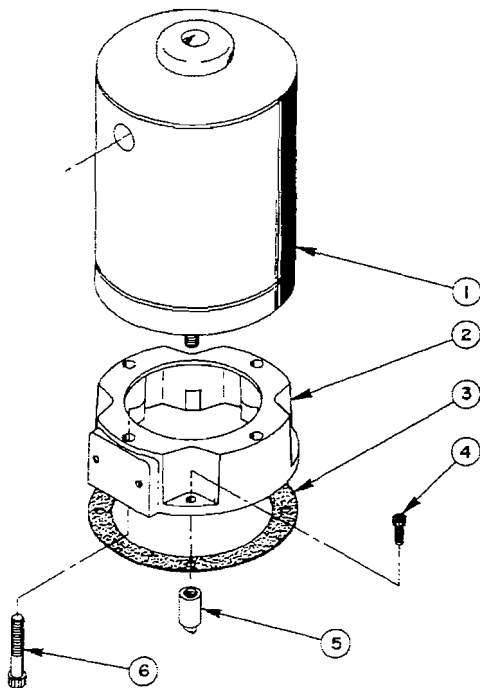
Sheet No. 1 of 5

Rev. 6 Date: 20 Dec. 2000

**Parts List, Form No. 100601, Back sheet 1 of 5**

Item No.	Part No.	No. Req'd	Description
1	203972	1	Decal (CSA approval)
2	213695	1	Decal (Intermittent Duty)
3	10645	1	45° Elbow Fitting
4	11144	3	90° Cable Clamp
5	41318	1	Electric Motor Assembly (For 61217; See below and sheet 2 of 5 [for schematic])
	41318-50	1	Electric Motor Assembly (For 61217-50-220; See below and sheet 2 of 5 [for schematic])
	41318-575	1	Electric Motor Assembly (For 61217-575; See below and sheet 2 of 5 [for schematic])
6	251959	1	Trade Name Decal (For valve)
7	9512	1	Valve Assembly (See Form No. 101653)
8	40063BL2	1	Reservoir
9	303852	2	Trade Name Decal (For pump)
10	10006	1	Cap Screw (1/4-20 UNC x 5/8 Lg.)
11	10177	2	Mach. Screw (1/4-20 X 3/4 LG.)
12	210675	1	Important Decal
13	10447	1	Mach. Screw (#8-32 X 5/16 Lg.)
14	11388	1	Lockwasher (For #8 bolt)

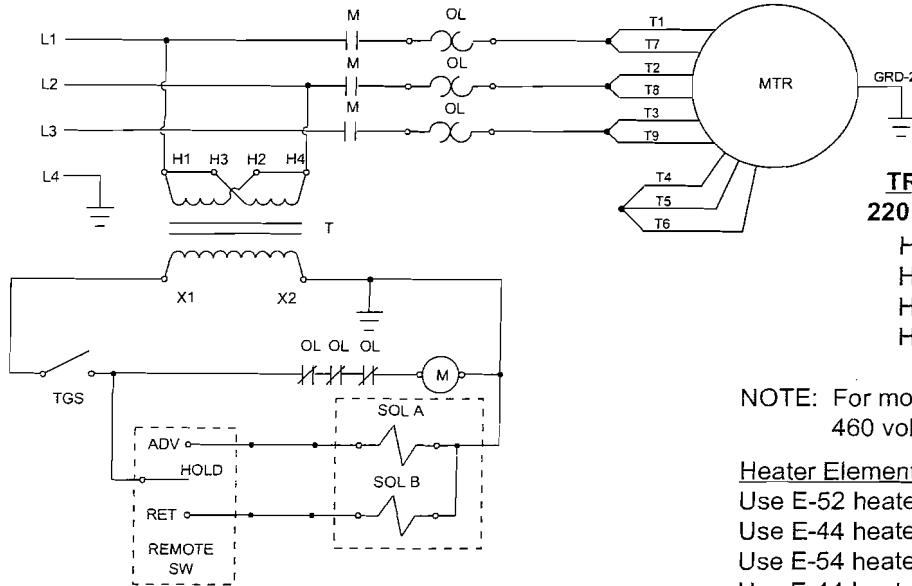
**ELECTRIC MOTOR ASSEMBLY**  
PART NO.'S 41318, 41318-50-220, & 41318-575



Item No.	Part No.	No. Req'd	Description
1	58571	1	Electric Motor (For 61217 & 61217-50-220)
	420089	1	Electric Motor (For 61217-575)
2	40118	1	Motor Base
3	30650	1	Gasket
4	10008	4	Cap Screw (1/4-20 UNC x 3/4 Lg.)
5	21274	1	Adapter
6	12866	4	Cap Screw (3/8-16 UNC x 2-1/4 Lg.)
7	27556	1	Motor Rotation Decal (Not shown)

### ELECTRICAL SCHEMATIC 220/230 V., 50/60 Hz.

**⚠ WARNING:** To help avoid personal injury, all electrical work must be done by a qualified electrician.



**TRANSFORMER CONNECTIONS**

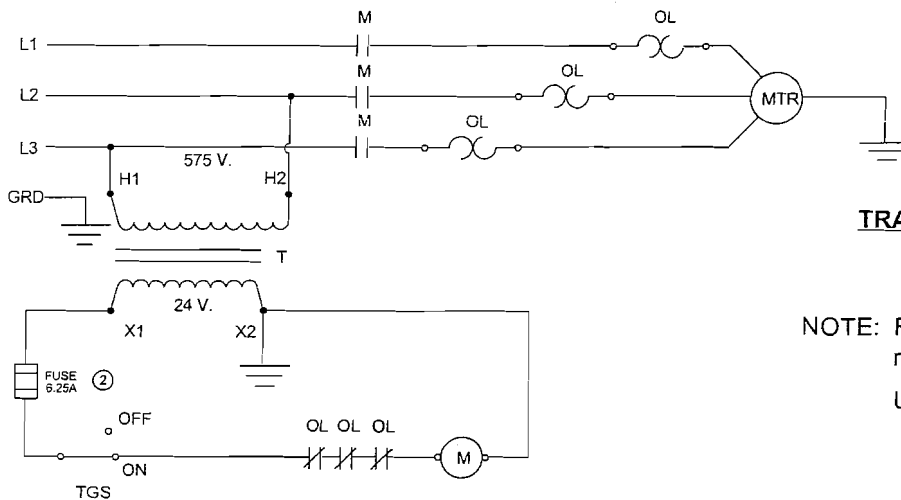
220 v., 50 Hz.	460 v., 60 Hz.
H1 to L3	H1 to L3
H2 to L2	H2 to H3
H3 to L3	H4 to L2
H4 to L2	

NOTE: For motor connections to convert to 460 volts, refer to motor name plate decal.

**Heater Elements:**

- Use E-52 heaters at 220 volt (OTC No. 16641-52).
- Use E-44 heaters at 460 volt (OTC No. 16641-44).
- Use E-54 heaters at 230 volt (OTC No. 16641-54).
- Use E-44 heaters at 380 volt (OTC No. 16641-44).

### ELECTRICAL SCHEMATIC 575 V., 60 HZ.



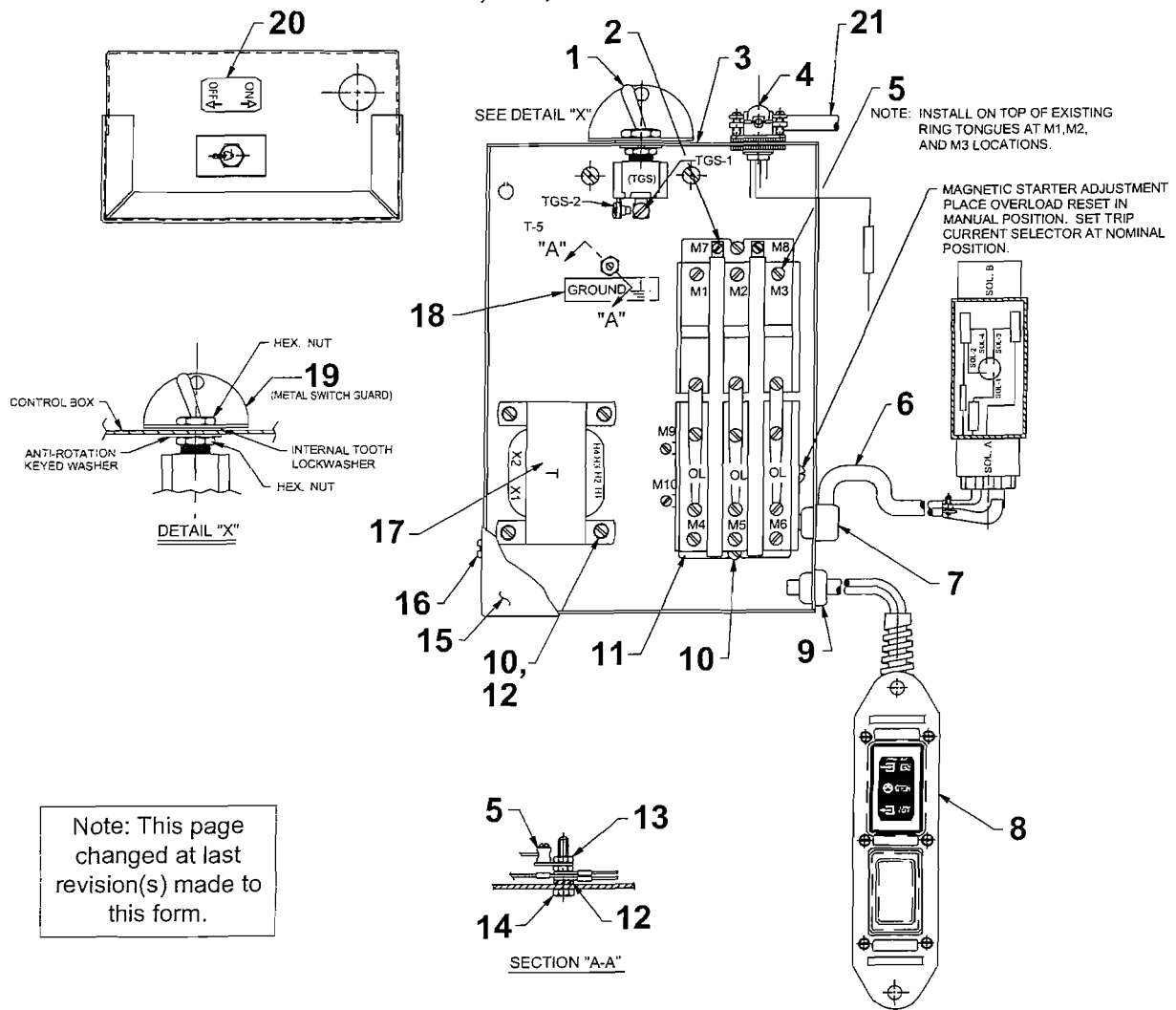
**TRANSFORMER CONNECTIONS**

H1 to L3
H2 to L2

NOTE: For motor connections, refer to motor name plate decal.

Use E-39 heaters at 575 volt (OTC No. 16641-39)

## CONTROL ASSEMBLY 220, 230, & 460 VOLT UNITS

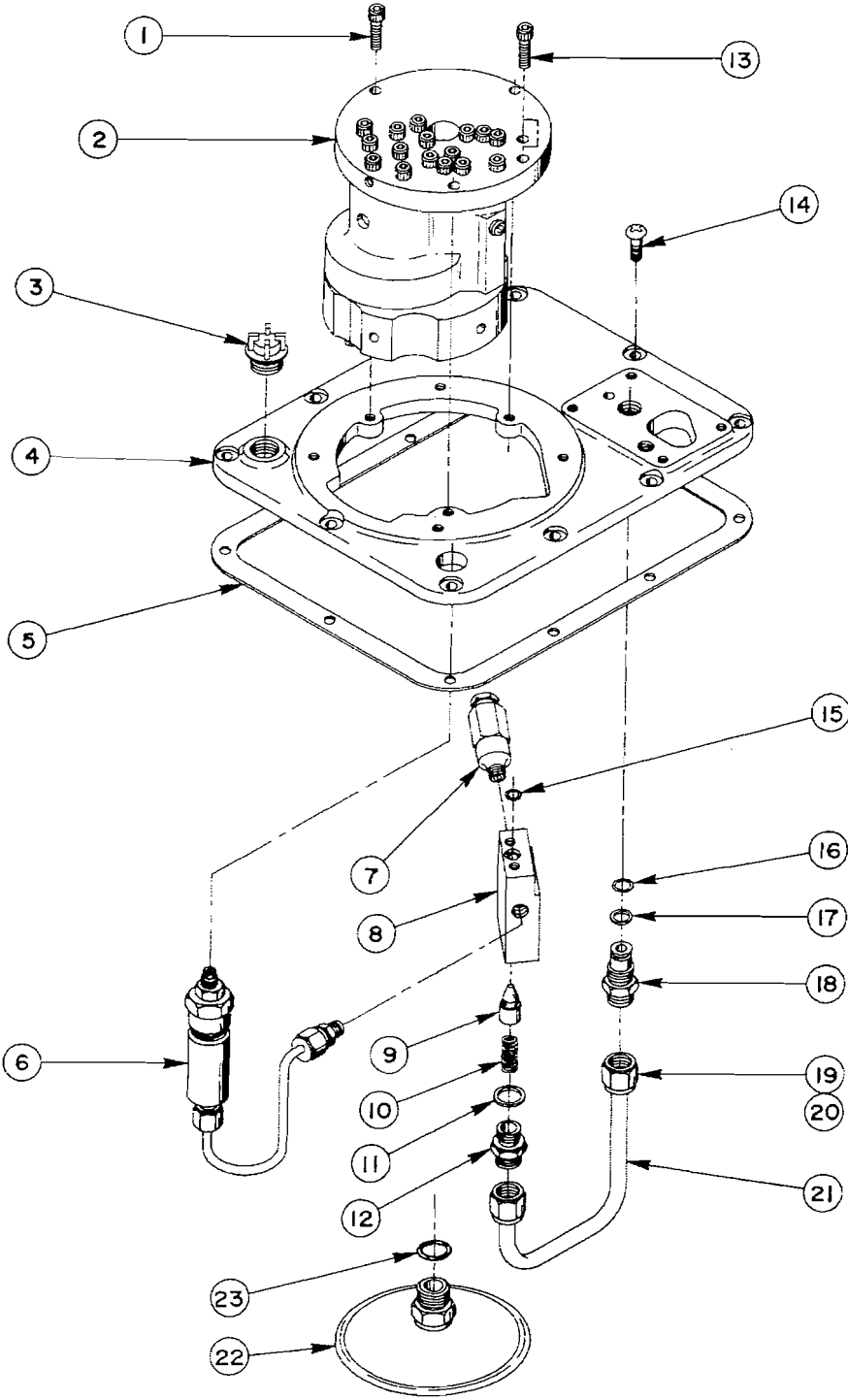


Note: This page changed at last revision(s) made to this form.

Item No.	Part No.	No. Req'd	Description
1	12301	1	Toggle Switch
2	16639-4	1	Magnetic Starter
3	61220GY5	1	Control Box
4	11144	1	90° Elbow Connector
5	205420	4	Connector
6	12293	2 ft.	Electrical Cable (For 61217 & 61217-50-220)
	12908	2 ft.	Electrical Cable (For 61217-575)
7	12176	1	Strain Relief Bushing
8	202778	1	Remote Hand Switch (See Form No. 101644)
9	15993	1	Strain Relief Bushing
10	10164	6	Mach. Screw (10-24 UNC X 3/8 Lg.)
11	16641-54	3	Heater Element (For 61217)
	16641-52	3	Heater Element (For 61217-50-220)
	16641-39	3	Heater Element (For 61217-575)
12	11108	7	Lockwasher (For 61217 & 61217-50-220)
	11108	5	Lockwasher (For 61217-575)
13	10197	2	Nut (#10-24 UNC)

Item No.	Part No.	No. Req'd	Description
14	104484	1	Mach. Screw
15	52357GY5	1	Control Box Cover
16	14812	4	Self-Tapping Screw
17	39693	1	Transformer (For 61217 & 61217-50-220)
	302202	1	Transformer (For 61217-575)
18	205189	1	Ground Decal
19	352061	1	Metal Switch Guard
20	205409	1	On/Off Decal
21	12413	2.3 ft.	Electrical Cable
<b>PARTS INCLUDED BUT NOT SHOWN</b>			
	11351	2	Lockwasher (For 1/4 bolt)
	15468	1	Screw (#6; For 61217-575)
	210442	1	Mounting Bracket (For 61217-575)
	13534	1	Screw (For 61217 & 61217-50-220)
	260067	1	Mounting Bracket (For 61217 & 61217-50-220)
	16887	1	Fuse Holder (For 61217-575 only)
	250176	1	Fuse (6.25 AMP; For 61217-575 only)
	200188	1	Warning Decal

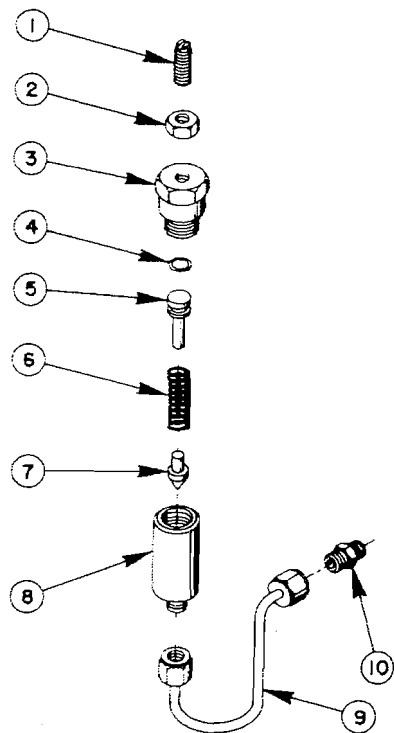
### GENERAL PUMP ASSEMBLY





**Parts List, Form No. 100601, Back sheet 3 of 5**

Item No.	Part No.	No. Req'd	Description
1	10016	3	Soc. Hd. Cap Screw (1/4-20 UNC X 1" Lg.)
2	--		Pump Ass'y (See sheet 4 of 5)
3	20937	1	Filler Plug
4	40064WH2	1	Cover
5	40164	1	Gasket
6	22360	1	Pressure Regulator Ass'y (See below)
7	21278	1	Relief Valve Assembly (Set at 10,100/10,700 PSI)
8	20776	1	Valve Body
9	20771	1	Poppet
10	10425	1	Compression Spring (3/8 O.D. X 3/4 Lg.)
11	10261	1	Copper Washer (3/4 X 19/32 X 1/32)
12	20770	1	Connector (Torque to 40/45 in. lbs.)
13	10015	2	Soc. Hd. Cap Screw (1/4-28 UNF X 1" Lg.; Torque to 180 in. lbs.)
14	10177	9	Mach. Screw (1/4-20 UNC X 3/4 Lg.)
15	10266	1	O-ring (3/8 X 1/4 X 1/16)
16	10268	1	O-ring (1/2 X 3/8 X 1/16)
17	11863	1	Teflon Backup Washer (1/2 X 3/8 X 1/16)
18	20787	1	Valve Connector
19	10430	2	Tube Sleeve
20	10431	1	Tube Nut
21	21045	1	Oil Line
22	21345	1	Filter Ass'y, 3/4" Thd.
23	10527	1	O-ring (13/16 X .644 X .087)

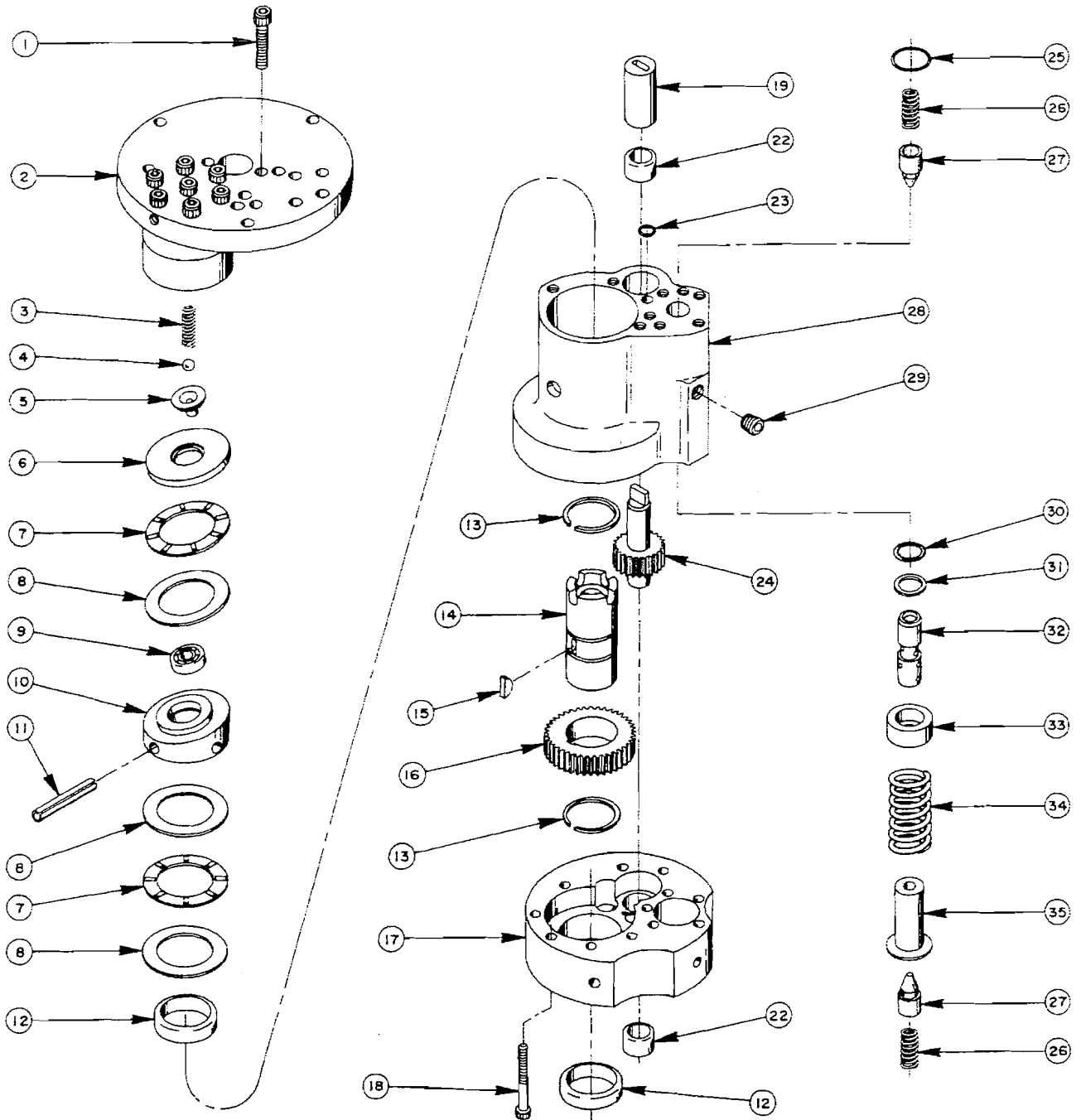


**PRESSURE REGULATOR ASSEMBLY**

PN 22360

Item No.	Part No.	No. Req'd	Description
1	22362	1	Adjusting Screw
2	10386	1	Hex Jam Nut
3	21305	1	Valve Cap
4	10268	1	O-ring (1/2 X 3/8 X 1/16)
5	21306	1	Spring Guide
6	10495	1	Compression Spring (1/2 O.D. X 1-5/8 Lg.)
7	21046	1	Valve Stem
8	22361	1	Body
9	29267	1	Oil Line Ass'y (With nuts)
10	14844	1	Connector Fitting

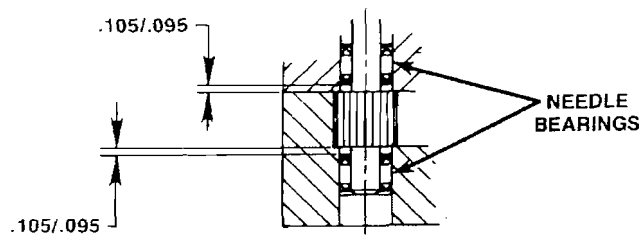
### BASIC PUMP ASSEMBLY



# Parts List, Form No. 100601, Back sheet 4 of 5

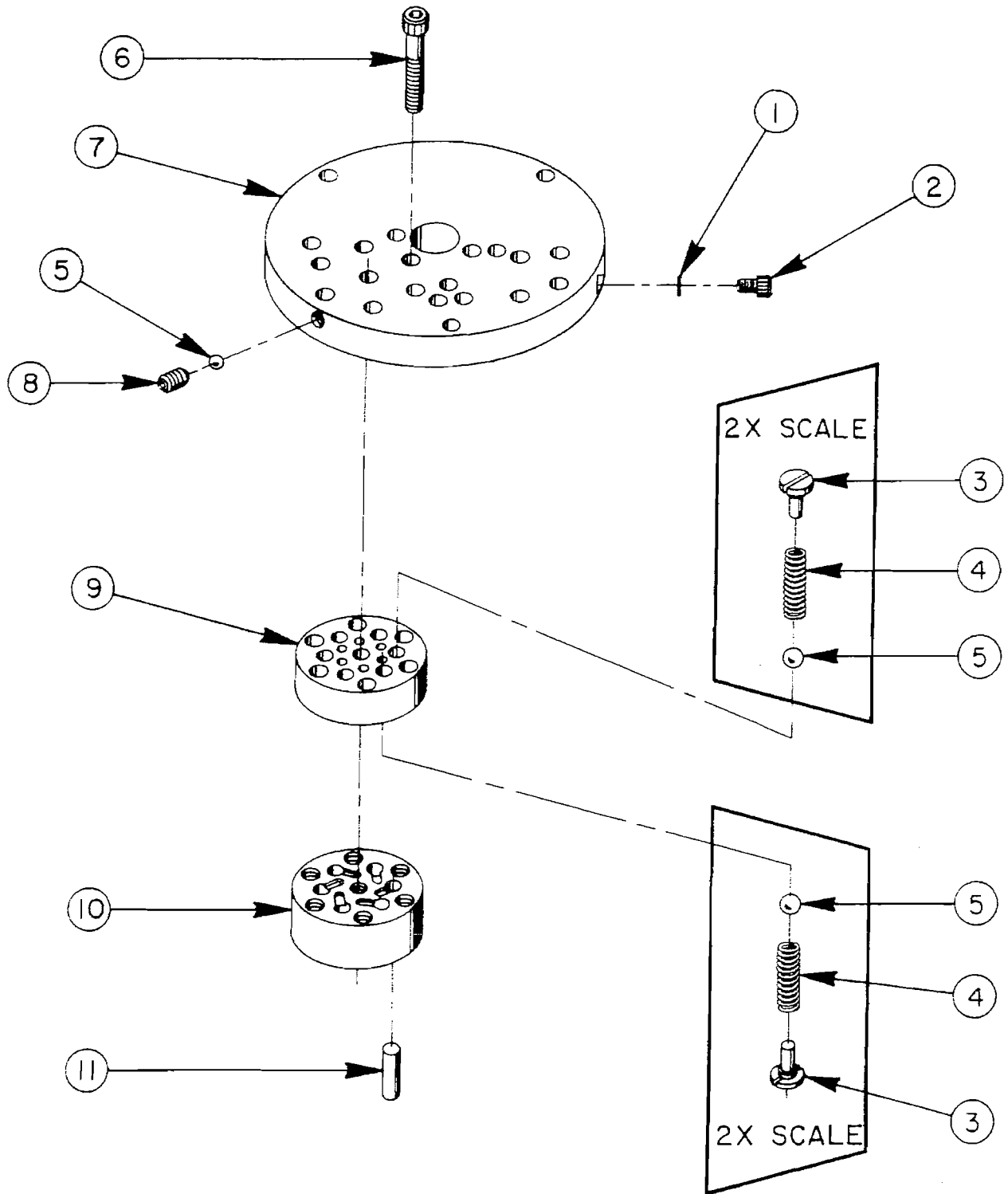
Item No.	Part No.	No. Req'd	Description
1	10020	9	Soc. Hd. Cap Screw (1/4-20 UNC X 1-1/4 Lg.; Torque to 170-180 in. lbs.)
2	33114	1	High Pressure Pump Ass'y (See sheet 5 of 5)
3	10361	1	Compression Spring (1/4 O.D. X 1" Lg.)
4	10375	1	Steel Ball (1/4" Dia.)
5	23547	1	Bearing Top Plate
6	23548	1	Top Plate
7	11228	2	Thrust Bearing
8	11813	3	Bearing Race
9	11814	1	Ball Bearing
10	23549	1	Angle Plate
11	11955	1	Roll Pin (1/4" Dia. X 1-3/4 Lg.)
12	11064	2	Needle Bearing
13	11261	2	Retaining Ring
14	23556	1	Shaft
15	11821	1	Woodruff Key
16	23557	1	Gear
17	30533	1	Pump End Plate
18	10001	12	Soc. Hd. Cap Screw (10-32 UNF X 1-3/4 Lg.; Torque to 50 in. lbs.)
19	251206	1	Nylon Coupling
20	11199	2	Needle Thrust Bearing (See note below)
23	10266	1	O-ring (3/8 X 1/4 X 1/16)
24	21272	1	Drive Gear
25	10303	1	O-ring (7/8 X 3/4 X 1/16)
26	10425	2	Compression Spring (3/8 O.D. X 3/4 Lg.)
27	20771	2	Poppet
28	40120	1	Pump Body
29	10427	1	Pipe Plug (1/8 NPTF)
30	10271	1	O-ring (11/16 X 1/2 X 3/32)
31	12389	1	Teflon Backup Washer (11/16 X 1/2 X 1/16)
32	20849	1	Spool
33	23255	1	Spring Guide
34	10426	1	Compression Spring (1" O.D. X 1-13/16 Lg.)
35	23256	1	Spring Guide

## NEEDLE BEARING INSTALLATION SPECIFICATIONS



When replacing the needle bearings on the drive gear of the basic pump, the demensions shown must be as specified.

### HIGH PRESSURE PUMP ASSEMBLY

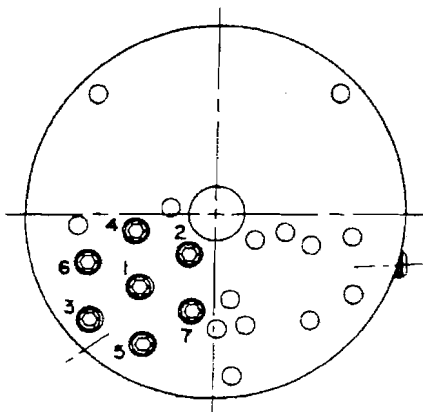


**33114 HIGH PRESSURE PUMP ASSEMBLY**  
(6 Pistons - 9/32 Dia.)

Item No.	Part No.	No. Req'd	Description
1	10442	1	Copper Washer (1/4" bolt)
2	10002	1	Soc. Hd. Cap Screw (1/4-20 UNC X 3/8 Lg.; Torque to 140/160 in. lbs.)
3	*24549	12	Valve Guide
4	*10445	12	Compression Spring (5/32 O.D. X 3/4 Lg.)
5	*12223	13	Steel Ball (3/16 Dia.)
6	*10023	7	Soc. Hd. Cap Screw (1/4-28 UNF X 1-1/2 Lg.; Torque to 170/180 in. lbs.)
7	*50411	1	Top Plate
8	10519	1	Soc. Set Screw (1/4-20 UNC X 3/8 Lg.; Torque to 65/70 in. lbs.)
9	*41048	1	Valve Head
10	*41063	1	Pump Barrel
11	*21628	6	Piston

Consult factory when replacing items marked with an asterisk (\*).

**BOLT TIGHTENING SEQUENCE**



Note: Assemble in sequence shown.  
Lubricate under head and on threads.  
Torque to 180 in. lbs.

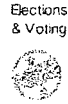
Refer to any operating instructions included with this product for detailed information about operation, testing, disassembly, reassembly, and preventive maintenance.

Items found in this parts list have been carefully tested and selected. **Therefore: Use only genuine OTC replacement parts!**

Additional questions can be directed to our Technical Services Department.

# JASON KANDER

MISSOURI  
SECRETARY  
OF STATE



## FILED DOCUMENTS

(Click above to view filed documents that are available.)

Date: 1/24/2014

### Business Name History

Name	Name Type
GENERAL PARTS DISTRIBUTION LLC	Legal

### Limited Liability Company - Foreign - Information

Charter Number:	FL0857140
Status:	Active
Entity Creation Date:	11/19/2007
State of Business:	NC
Expiration Date:	Perpetual

### Registered Agent

Agent Name:	<u>CSC- Lawyers Incorporating Service Company</u>
Office Address:	221 BOLIVAR JEFFERSON CITY MO 65101

Mailing Address:

- [sos.mo.gov](http://sos.mo.gov)
- [Internet Privacy Policy](#)
- [Bid Opportunities](#)
- [Missouri State Government](#)
- [Employment](#)
- [Directions](#)
- [Site Map](#)
- [Employee Access](#)



**Contact Us:**  
 600 West Main Street  
 Jefferson City, MO 65101  
 Main Office: (573) 751-4936  
[Info@sos.mo.gov](mailto:Info@sos.mo.gov)  
 Branch Offices



**State of Missouri**  
 Robin Carnahan, Secretary of State

Corporations Division  
 P.O. Box 778 / 600 W. Main Street, Rm 322  
 Jefferson City, MO 65102

File Number:  
 FL0857140  
 Date Filed: 11/19/2007  
 Robin Carnahan  
 Secretary of State

**Application for Registration of a Foreign  
 Limited Liability Company**

*(Submit with filing fee of \$105.00)*

- (1) The name of the foreign limited liability company is:  
 GENERAL PARTS DISTRIBUTION LLC

---

- (2) The name under which the foreign limited liability company will conduct business in Missouri is (must contain "limited company, "limited liability company", "LC", "LLC", "L.C.", or "L.L.C.") (must be filled out if different from line (1)):  
 GENERAL PARTS DISTRIBUTION LLC

---

- (3) The foreign limited liability company was formed under the laws of North Carolina on the date of 10/24/2007.  
(state or jurisdiction)  
(month/day/year)

---

- (4) The purpose of the foreign limited liability company or the general character of the business it proposes to transact in this state is:  
 Wholesale and retail sale of aftermarket automotive parts

---

- (5) The name and address of the limited liability company's registered agent in Missouri is (this line must be completed and include a street address):  
 CSC-Lawyers Incorporating Service Company, 221 Bolivar Street, Jefferson City, MO 65101

---

Name                                      Address (P.O. Box may only be used in conjunction with a physical street address)                                      City/State/Zip

*The Secretary of State is appointed agent for service of process if the foreign limited liability company fails to maintain a registered agent. Note: failure to maintain a registered agent constitutes grounds to cancel the registration of the foreign limited liability company.*

- (6) The address of the registered office in the jurisdiction organized. If none required, then the principal office address of the foreign limited liability company is:  
 c/o CRANC, Inc., 2635 E. Millbrook Road, Raleigh, NC 27604

---

Name                                      Address (P.O. Box may only be used in conjunction with a physical street address)                                      City/State/Zip

- (7) This application must include a current certificate of good standing/existence from the secretary of state or other similar official in the state of domicile. Such document should be dated within 60 calendar days from filing.

*Please see next page*

State of Missouri  
 Creation - LLC/LP 3 Page(s)



T0732501059

LLC- 4 (01/05)

Name and address to return filed document:


Name: David Parrish MANNING FULTON

Address: PO Box 20389

City, State, and Zip Code: Raleigh, NC 27619-0389

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

	ROBERT A. WICKER	10/31/2007
<i>Authorized Signature</i>	<i>Printed Name</i>	<i>Date</i>
_____	_____	_____
<i>Authorized Signature</i>	<i>Printed Name</i>	<i>Date</i>
_____	_____	_____
<i>Authorized Signature</i>	<i>Printed Name</i>	<i>Date</i>





# NORTH CAROLINA

## Department of The Secretary of State

### CERTIFICATE OF EXISTENCE (Limited Liability Company)

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify that

#### **GENERAL PARTS DISTRIBUTION LLC**

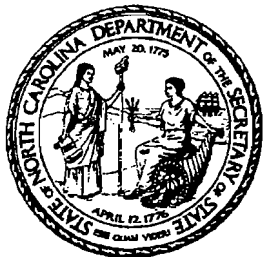
is a limited liability company duly formed under the laws of the State of North Carolina, having been formed on the 24th day of October, 2007, with its period of duration being Perpetual.

I FURTHER certify that the said limited liability company's articles of organization are not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said limited liability company is not administratively dissolved for failure to comply with the provisions of the North Carolina Limited Liability Company Act; and that the said limited liability company has not filed articles of dissolution as of this date of this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 12th day of November, 2007.

*Elaine F. Marshall*

Secretary of State



# State of Missouri



Robin Carnahan  
Secretary of State

CERTIFICATE OF REGISTRATION  
FOREIGN LIMITED LIABILITY COMPANY

WHEREAS,

*GENERAL PARTS DISTRIBUTION LLC*

Using in Missouri the name

*GENERAL PARTS DISTRIBUTION LLC*  
*FL0857140*

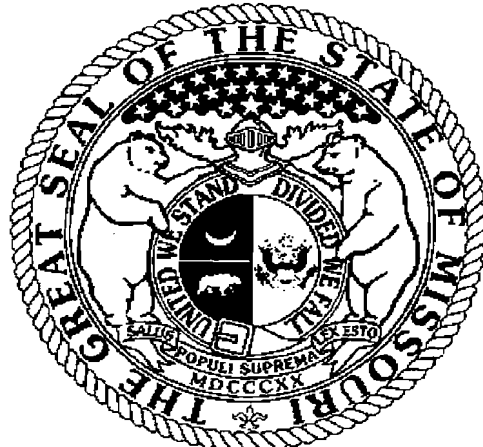
and existing under the laws of the State of North Carolina has filed with this state its Application for Registration and whereas this Application for Registration conforms to the Missouri Limited Company Act.

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of State of the State of Missouri, by virtue of authority vested in me by law, do hereby certify and declare that on the 19th day of November, 2007, the above Foreign Limited Liability Company is duly authorized to transact business in the State of Missouri and is entitled to any rights granted Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto  
set my hand and cause to be affixed the  
GREAT SEAL of the State of Missouri.  
Done at the City of Jefferson, this  
19th day of November, 2007.

*Robin Carnahan*

Secretary of State



File Number:

FL0857140

Date Filed: 01/25/2008

Effective Date: 12/31/2007

Robin Carnahan

Secretary of State

### ARTICLES OF MERGER

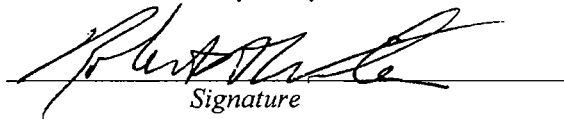
Pursuant to RSMo § 347.725, the undersigned entity does hereby submit the following the surviving business entity in a merger between two or more business entities.

1. The name of the surviving entity is General Parts Distribution LLC, a limited liability corporation organized under the laws of North Carolina.
2. The address of the surviving entity is:  
  
Street Address 2635 East Millbrook Road City Raleigh  
State North Carolina Zip Code 27604 County Wake
3. The name of the merged entity is CARQUEST of Florissant, Inc., a corporation organized under the laws of Missouri.
4. A Plan of Merger has been authorized and approved by each of the constituent entities in accordance with RSMo § 347.720.
5. The registered office of the surviving entity is 221 Bolivar Street, Jefferson City, MO 65101 27604 and the name of the registered agent at such office for the surviving entity is Corporation Service Company.
6. The organizational documents of the surviving entity shall be its organizational documents.
7. The executed agreement of merger is on file at the principal place of business of the surviving entity located at 2635 East Millbrook Road, Raleigh, North Carolina 27604.
8. The executed agreement of merger will be furnished by the surviving entity, on request and without cost, to any partner, shareholder, member, or their equivalent of any entity that is a party to the merger.
9. These articles will be effective upon the later of: 1) filing; or 2) 11:58 p.m. on December 31<sup>st</sup>, 2007.

This the 10 day of December, 2007.

General Parts Distribution LLC

*Name of Entity*



*Signature*

Robert A. Wicker, Manager

*Type or Print Name and Title*





State of North Carolina  
Department of The Secretary of State

**CERTIFICATION OF MERGER**

I, **ELAINE F. MARSHALL**, Secretary of State of the State of North Carolina, do hereby certify that on the 19th day of December, 2007, Articles of Merger, or copies of Articles of Merger, duly authenticated by the proper officer of the state or country under the laws of which a statutory merger was effected, were filed in this office

**MERGING**

**CARQUEST OF FLORISSANT, INC.**

**MO**

**INTO**

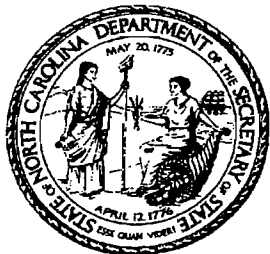
**GENERAL PARTS DISTRIBUTION LLC**

**NC**

The name of the surviving entity was changed by virtue of said merger to: N/A  
The effective date of said merger, if different from the date of filing, was; 12/31/2007  
The surviving business entity has not filed articles of dissolution and continues to be in existence in this State as of the date of this certificate.

I FURTHER certify that this certificate is in compliance with North Carolina General Statutes §47-18.1 and §55D-26 and may be recorded in the office of the Register of Deeds in the same manner as deeds, the name of the surviving entity appearing in the "Grantee" index.

I FURTHER certify that the said limited liability company's articles of organization are not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said limited liability company is not administratively dissolved for failure to comply with the provisions of the North Carolina Limited Liability Company Act.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 27th day of December, 2007

*Elaine F. Marshall*

Secretary of State

TAXATION BUREAU  
P O BOX 3666  
JEFFERSON CITY MO 65105-3666

STATE OF MISSOURI  
Department of Revenue

Telephone: (573) 751-9268  
Fax: (573) 522-1160  
E-mail: taxclearance@dor.mo.gov



**CERTIFICATE OF TAX CLEARANCE**

CARQUEST OF FLORISSANT INC  
PO BOX 26006  
RALEIGH NC 27611

DATE: JANUARY 16, 2008

MISSOURI CORPORATION CHARTER NUMBER: 0041977

In response to the corporation's request, a review of the tax records has been completed. All taxes owed, including all liabilities owed as determined by the Division of Employment Security, pursuant to Chapter 208, RSMo, have been paid.

This statement is not to be construed as limiting the authority of the Director of Revenue to pursue collection of liabilities resulting from final litigation, default in payment of any installment agreement entered into with the Director of Revenue, any successor liability that may become due in the future, or audits or reviews of the taxpayer's records as provided by law.

This Certificate of Tax Clearance must be presented to the Missouri Secretary of State's Office with any required paperwork and payment. For information concerning the Secretary of State's requirements, you may call their office at (573) 751-4153 or toll free at (866) 223-6535.

THIS CERTIFICATE REMAINS VALID FOR SIXTY (60) DAYS FROM THE ISSUANCE DATE. If you do not complete your transaction in sixty (60) days you must obtain a new Certificate of Tax Clearance. Additionally, a new Form 943, Request for Tax Clearance, may be required.

Sincerely,

Jim Brentlinger  
Administrator

SL:DU0306

ENC.

CBN001  
200801600300197

# STATE OF MISSOURI



Robin Carnahan  
Secretary of State

CERTIFICATE OF MERGER  
FOREIGN ENTITY SURVIVING

WHEREAS, Articles of Merger of the following entities:

**CARQUEST OF FLORISSANT, INC. – 00419776**

**INTO:**

**GENERAL PARTS DISTRIBUTION LLC – FL0857140**

Organized and existing under the laws of Missouri and North Carolina have been received, found to conform to law, and filed.


NOW, THEREOF, I, ROBIN CARNAHAN, Secretary of State of the State of Missouri, issue this Certificate of Merger, certifying to the foregoing and certifying that the merger of the aforementioned with

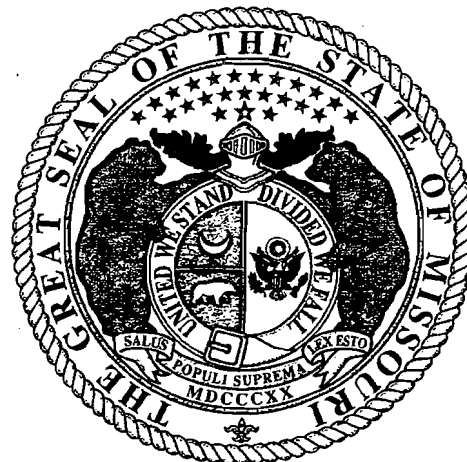
**GENERAL PARTS DISTRIBUTION LLC – FL0857140**

as the survivor, shall be effective on the date on which the same becomes effective in the State of North Carolina.

Effective date: **December 31, 2007**

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 25th day of January, 2008.

  
Secretary of State



# Search Results

**Current Search Terms: general\* Parts\* distribution\* LLC\***

**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

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

IBM v1.1466.20140121-1343



72 -2014

# 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 20th day of February 20 14

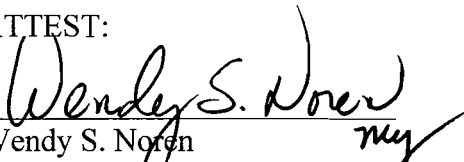
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve Sole Source Contract 111-123113SS for Annual Maintenance and Repair of Teletrol DDC Controls HVAC System at the Central Missouri Events Center.

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

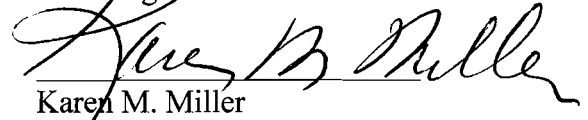
Done this 20th day of February, 2014

ATTEST:

  
Wendy S. Noren  
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, Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

---

## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Melinda Bobbitt, CPPO, CPPB  
**DATE:** February 11, 2014  
**RE:** Sole Source Contract – 111-123113SS – Annual Maintenance and Repair of Teletrol DDC Controls HVAC System at the Central Missouri Events Center

Sole Source Request 111-123113SS was approved in Commission on January 17, 2013 for annual maintenance and repair of the Teletrol DDC Controls HVAC System at the Central Missouri Events Center with Air Systems, LLC of Columbia, Missouri. Air Systems is the only authorized vendor for the Teletrol control system that is on the ground source system.

Annual Maintenance cost for 2014 is \$4,083.00 and will be paid from department 2120 – Fairgrounds Maintenance Fund, account 60200 – Building Repairs / Maintenance. Repair outside of this annual maintenance will be billed at a time and materials rate of \$85.00 per hour.

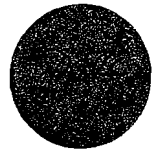
ATT Contracts

cc: Sole Source File

1/23/14

**REQUEST  
DATE**

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI



8090

Air Systems, L.L.C.

111-123113SS

**VENDOR NO.**

**VENDOR NAME**

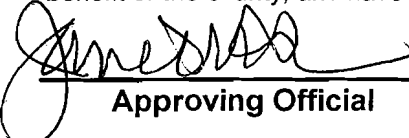
**BID NUMBER**

Ship to Department #


Bill to Department #

Department	Account	Item Description	Qty	Unit Price	Amount
2120	60200 21100	Teletrol Annual Maintenance for 2014	1	4083.00	\$4,083.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
GRAND TOTAL:					4,083.00

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**

  
 \_\_\_\_\_

72-2014

**CONTRACT AGREEMENT**

**Annual Maintenance and Repair of Teletrol DDC Controls System  
at the Central Missouri Events Center**

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Air Systems, L.L.C.** (hereinafter referred to as the Contractor).

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

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment necessary to complete contract **111-123113SS – Maintenance and Repair of one (1) Teletrol DDC Controls HVAC System at the Central Missouri Events Center** located at 5212 N. Oakland Gravel Road, Columbia, MO 65202.

**Annual Maintenance:** This work shall provide for annual maintenance for the following equipment:

<u>Manufacturer</u>	<u>Model</u>	<u>Serial #</u>
One (1) Teletrol DDC Controls System	Minx Controllers	
Hydro-Temp Heat Pump	HHP3-300CL2 (1993)	OCGEJ93L
Hydro-Temp Heat Pump	HHP3-300CL2 (1993)	OCGHJ93L
Hydro-Temp Heat Pump	HHP3-300CL2 (1993)	OCGJD93K
Hydro-Temp Heat Pump	HHP3-300CL2 (1993)	OCG_D93K
Four (4) Office Split Units	5 ton units	
Four (4) Arena Wall Exhaust Fans		
Ten (10) Arena Radiant Heaters		

The Contractor agrees to perform all the work required by the contract as shown on Air Systems, LLC estimate dated January 17, 2014. Annual maintenance work on the above equipment shall be provided for **\$4,083.00 per year.**

**Repair Work Outside of Annual Maintenance:** Repair work outside of the annual maintenance shall be provided for a time and materials rate of **\$85.00 per hour straight time and time and one half after normal business hours.**

**Major Repairs:** Before major non-emergency repairs (\$1,000 or more) are approved, the Contractor shall provide the County with a written quotation, detailing parts and labor charges within three (3) business days. Quotations shall be based on the hourly time and materials rate stated within this contract. Major emergency repairs will be quoted verbally to expedite the job with a written follow-up quote provided. The County reserves the right to bid any job with an estimated cost of \$6,000 or more.

**CONTRACT PERIOD** - The Contract shall be for the period **January 1, 2014 through December 31, 2014**, but may be renewed for up to an additional **four (4) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal period.

72-2014

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

- Air Systems, LLC quote dated January 17, 2014
- Boone County Insurance Requirements
- Boone County Standard Terms & Conditions
- Certification Regarding Debarment
- Work Authorization Certification
- Affidavit - OSHA Requirements
- Affidavit - Prevailing Wage
- State Wage Rates- Annual Wage Order #20

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

The said Contractor agrees further to coordinate the project schedule with **Commissioner Janet Thompson** and to complete the work within the time agreed upon or any additional time as may be allowed by the project manager.

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

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

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

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

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third

72-2014

person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the

County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

The Owner agrees to pay the Contractor in the amount: **\$4,083.00 (Four Thousand, Eighty Three Dollars and Zero Cents)** as full compensation for the performance of the annual maintenance work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders. Repair work outside of the annual maintenance shall be paid at a time and materials hourly rate of **\$85.00 per hour straight time and time and one half after normal business hours.**

72-2014

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 2-20-14  
at Columbia, Missouri. (Date)

**CONTRACTOR: AIR SYSTEMS, L.L.C.**

**OWNER, BOONE COUNTY, MISSOURI**

By: [Signature]  
Authorized Representative Signature

By: [Signature]  
Daniel K. Atwill, Presiding Commissioner

By: Phillip [Signature]  
Authorized Representative Printed Name  
Title: Sales Mgr

Approved as to Legal Form:

ATTEST:

[Signature]  
CJ Dykhouse  
Boone County Counselor

[Signature]  
Wendy Noren  
Boone County Clerk

**AUDITOR CERTIFICATION**

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

Annual Maintenance: 2120-<sup>60200</sup>~~7100~~ - \$4,083.00

Repair Work Outside of Annual Maintenance – Term & Supply

[Signature] by sg 02/21/2014  
Signature Date Appropriation Account

## BOONE COUNTY INSURANCE REQUIREMENTS

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

**Compensation Insurance -** The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

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

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

**COMMERCIAL Automobile Liability** - The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

**Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain

a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

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



## 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.



**AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW**

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_

State of \_\_\_\_\_, personally came and appeared (name and title)

\_\_\_\_\_ of the (name of company)

\_\_\_\_\_ (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. \_\_\_\_\_ issued by the Division of Labor Standards on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, in carrying out the Contract and work in connection with

(name of project) \_\_\_\_\_ located at

(name of institution) \_\_\_\_\_ in \_\_\_\_\_ County,

Missouri and completed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

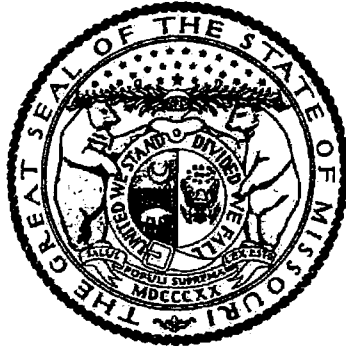
My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

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

# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

## Annual Wage Order No. 20

Section 010  
**BOONE COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Robert A. Bedell, Acting Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 8, 2013

Last Date Objections May Be Filed: April 8, 2013

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator	10/13		\$31.66	55	60	\$20.11
Boilermaker			\$32.72	57	7	\$26.89
Bricklayer and Stone Mason	6/13		\$28.25	59	7	\$15.38
Carpenter	6/13		\$24.09	60	15	\$14.45
Cement Mason			\$26.08	9	3	\$11.00
Electrician (Inside Wireman)			\$30.78	28	7	\$12.32 + 13%
Electrician (Outside-Line Construction/Lineman)	12/13		\$39.69	43	45	\$5.00 + 37.5%
Lineman Operator	12/13		\$34.26	43	45	\$5.00 + 37.5%
Groundman	12/13		\$26.49	43	45	\$5.00 + 37.5%
Communication Technician			\$30.78	28	7	\$12.32 + 13%
Elevator Constructor		a	\$43.345	26	54	\$25.095
Operating Engineer						
Group I	6/13		\$27.01	86	66	\$23.43
Group II	6/13		\$27.01	86	66	\$23.43
Group III	6/13		\$25.76	86	66	\$23.43
Group III-A	6/13		\$27.01	86	66	\$23.43
Group IV	6/13		\$24.78	86	66	\$23.43
Group V	6/13		\$27.71	86	66	\$23.43
Pipe Fitter	7/13	b	\$34.75	91	69	\$26.28
Glazier		c	\$28.15	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.81	42	44	\$12.09
First Semi-Skilled			\$22.81	42	44	\$12.09
Second Semi-Skilled			\$21.81	42	44	\$12.09
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			USE CARPENTER RATE			
Marble Mason	6/13		\$21.15	124	74	\$12.68
Millwright	6/13		\$25.09	60	15	\$14.45
Ironworker	8/13		\$27.91	11	8	\$22.04
Painter	6/13		\$21.35	18	7	\$11.72
Plasterer			\$24.84	94	5	\$11.05
Plumber	7/13	b	\$34.75	91	69	\$26.28
Pile Driver	6/13		\$25.09	60	15	\$14.45
Roofer \ Waterproofer	10/13		\$28.05	12	4	\$14.19
Sheet Metal Worker	7/13		\$29.96	40	23	\$15.12
Sprinkler Fitter - Fire Protection	6/13		\$30.02	33	19	\$18.55
Terrazzo Worker	6/13		\$28.15	124	74	\$14.32
Tile Setter	6/13		\$21.15	124	74	\$12.68
Truck Driver-Teamster						
Group I			\$24.50	101	5	\$9.30
Group II			\$25.15	101	5	\$9.30
Group III			\$24.65	101	5	\$9.30
Group IV			\$25.15	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

\*\*Annual Incremental Increase

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

\* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%

\*\*b - All work over \$7 Mil. Total Mech. Contract - \$34.75, Fringes - \$26.28

All work under \$7 Mil. Total Mech. Contract - \$33.41, Fringes - \$20.89

c - Vacation: Employees after 1 year - 2%; Employees after 2 years - 4%; Employees after 10 years - 6%

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 9:** Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

**NO. 11:** Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

**NO. 12:** Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

**NO. 18:** Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

**NO. 22:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

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

**NO. 40:** Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 6:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.



**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 42:** Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate. Overtime shall be computed at half-hour intervals. Shift Work: Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall received eighty (8) hours' pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall received (8) hour's; pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

**NO. 43:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

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

**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.65 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

**NO. 86:** Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 91:** Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

**NO. 94:** Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

**NO. 101:** Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

**NO. 104:** Means eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 8:00 p.m. The standard work week shall be forty (40) hours between 6:00 a.m. on Monday and ending 8:00 p.m. on Friday. An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale.

**NO. 122:** Means forty (40) hours between Monday and Friday shall constitute the normal work week. Work shall be scheduled between the hours of 6:00 a.m. and 6:30 p.m., with one-half hour for lunch. Work in excess of eight (8) hours per day and forty (40) hours per week, and on Saturdays, shall be paid at the rate of one and one-half times the normal rate. Due to inclement weather during the week, Saturday shall be a voluntary make up day.

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 124:** Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

**NO. 126:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.77 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 3:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

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

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

**NO. 7:** The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

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

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

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

**NO. 21:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day shall be paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Sunday, shall be observed on the following Monday and paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Saturday shall be observed on the previous Friday, and paid for at double (2) the straight-time rate of pay. If any of the above listed holidays fall on Friday, Saturday, Sunday, or Monday, creating a three-day weekend, then the entire three (3) days (either Friday, Saturday, and Sunday – if the holiday falls on Friday or Saturday; or Saturday, Sunday, and Monday – if the holiday falls on Sunday or Monday) shall be paid for at double (2) the straight-time rate of pay.

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 44:** All work done on New Year's Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the proceeding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

**NO. 45:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

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

**NO. 55:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

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

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

**NO. 69:** All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight-time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

**NO. 74:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

**NO. 76:** Work performed on Holidays shall be paid at the rate of two times the normal rate. Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If a holiday falls on a Sunday, it shall be celebrated on the following Monday, if it falls on Saturday, it shall be celebrated on the preceding Friday.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter		\$29.52	7	16	\$13.50
Millwright		\$29.52	7	16	\$13.50
Pile Driver		\$29.52	7	16	\$13.50
Electrician (Outside-Line Construction\Lineman)	12/13	\$39.69	9	12	\$5.00 + 37.5%
Lineman Operator	12/13	\$34.26	9	12	\$5.00 + 37.5%
Lineman - Tree Trimmer		\$23.19	32	31	\$5.00 + 23%
Groundman	12/13	\$26.49	9	12	\$5.00 + 37.5%
Groundman - Tree Trimmer		\$17.10	32	31	\$5.00 + 23%
Operating Engineer					
Group I	6/13	\$26.09	21	5	\$23.32
Group II	6/13	\$25.74	21	5	\$23.32
Group III	6/13	\$25.54	21	5	\$23.32
Group IV	6/13	\$21.89	21	5	\$23.32
Oiler-Driver	6/13	\$21.89	21	5	\$23.32
Laborer					
General Laborer	6/13	\$26.51	2	4	\$12.07
Skilled Laborer	6/13	\$27.11	2	4	\$12.07
Truck Driver-Teamster					
Group I		\$27.52	22	19	\$10.90
Group II		\$27.68	22	19	\$10.90
Group III		\$27.67	22	19	\$10.90
Group IV		\$27.79	22	19	\$10.90
Traffic Control Service Driver		\$26.415	28	27	\$9.045

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**BOONE COUNTY  
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 2:** Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at any time it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

**NO. 7:** Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

**NO. 9:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Worked performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.



**BOONE COUNTY  
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

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

**NO. 22:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 28:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 32:** Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

**BOONE COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

**NO. 4:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

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

**NO. 12:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

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

**NO. 19:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 27:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 31:** All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.



**Air Systems, LLC**  
 Commercial & Industrial  
 Air Conditioning & Heating  
 1208 Jefferson St.  
 Columbia, MO 65203  
 PHONE: 573-817-0700  
 FAX: 573-443-1688

## Service Agreement

### Pricing and Acceptance

Air Systems, LLC, herein referred to as the service company, agrees to furnish services in accordance with the enclosed terms and conditions. This service agreement shall become valid only upon acceptance by **Boone County Commission** and approved by Air Systems, LLC.

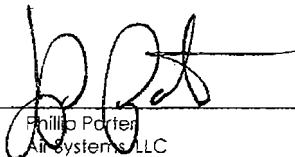
Coverage will commence on January 1, 2014 and end on December 31, 2014.

The annual agreement price is \$4,083.00 /year, payable (please choose one):

\$4,083.00 Annually ( )    \$2,041.50 Semi-Annually ( )    \$1,020.75 Quarterly ( )

*As a contract holder, your discounted Time and Materials hourly rate is \$85.00 per hour straight time and time and one half after normal business hours.*

Should cancellation occur, this service agreement shall be cancelled without any liability, other than Boone County's obligation to pay for services rendered by Air Systems, LLC to the date of cancellation. Cancellation can occur at the end of any quarter with a 30 day written notice by either party.

Submitted By:   
 Phillip Porter  
 Air Systems, LLC

Date: 1-17-14

Approved By: \_\_\_\_\_

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

P.O. #: \_\_\_\_\_



**Air Systems, LLC**  
Commercial & Industrial  
Air Conditioning & Heating  
1208 Jefferson St.  
Columbia, MO 65203  
PHONE: 573-817-0700  
FAX: 573-443-1688

## Terms and Conditions

### 1. Payments and Taxes

- A. Payment due net thirty days upon receipt of invoice. Air Systems, LLC may discontinue services whenever payment is overdue.
- B. Unless otherwise agreed, customer shall pay, in addition to the stated price, all taxes not legally required to be paid by Air Systems, LLC or, shall provide Air Systems, LLC with acceptable tax exemption certificates.

### 2. This agreement is subject to customer acceptance within thirty days from date

### 3. Performance

Services will be performed during normal working hours (7:30 am to 4:30 pm, Monday through Friday) and including overtime and Holiday services. Air Systems, LLC duty to perform under this agreement and the price hereof is subject to the approval of its credit department and is also contingent upon strikes, accidents, fire flood, corrosive substance in the air, inability to obtain material or services, commotion, war, act of God, or any other cause beyond Air Systems, LLC reasonable control.

### 4. Customer Obligations

- A. Provide Air Systems, LLC reasonable and safe access to all equipment covered by this contract.
- B. Reimburse Air Systems, LLC for repairs, replacements, and/or emergency calls occasioned by any cause beyond Air Systems, LLC control. Such reimbursement shall be at current rates for labor, and current price levels for materials unless otherwise agreed to and may at Air Systems, LLC option be subject to a separate written agreement prior to its undertaking such work.
- C. Notify Air Systems, LLC (immediately) of any unusual performance of equipment included in this agreement.

### 5. Exclusions. Air Systems, LLC will not be liable for

- A. The repair or replacement of non-maintainable parts of the system such as unit cabinets, shells, ductwork, electrical wiring, hydronic piping, structural supports, boiler refractory material and shells, storage tanks, heat exchangers, pneumatic piping, is not included in this contract.
- B. Any damage or malfunction resulting from freezing, corrosion or erosion located on the water side of the equipment or caused by scale or sludge on internal tubes.



**Air Systems, LLC**  
Commercial & Industrial  
Air Conditioning & Heating  
1208 Jefferson St.  
Columbia, MO 65203  
PHONE: 573-817-0700  
FAX: 573-443-1688

- C. Furnishing any items of equipment, material, or labor, or performing special tests recommended or required by insurance companies or federal, state, or local governments unless specifically included in the scope of work in this agreement.
- D. Failure or inadequacy of any structure or foundation supporting or surrounding the unit(s) or any portion thereof.
- E. Building access or alterations which might be necessary to repair or replace customer's existing equipment.

**6. Miscellaneous**

- A. Service and maintenance furnished hereunder does not include the normal function of starting and stopping the listed equipment unless otherwise agreed. This includes, among other things, the opening and closing of valves, dampers or regulators normally installed to protect the equipment against damage or for obtaining proper operation.
- B. If Air Systems, LLC is required to make emergency calls to respond to or repair damage caused by extrinsic forces such as floods, fire, the elements, lightning, riots, strikes, labor troubles, civil commotion of any kind, or any reason or event beyond Air Systems, LLC reasonable control or as described in paragraph 7 customer shall be separately billed for such time and expense.
- C. This agreement presupposes that all major pieces of equipment are in proper operating condition at the signing of this agreement.
- D. This agreement does not include air conditioning ductwork, electrical disconnect switches, recording or portable instruments, gauges or thermometers, services to any pipe covering or insulating asbestos, or responsibility for maintaining the appearance of decorative casings or cabinets. The furnishing of water treatment to protect the equipment or to provide satisfactory operation is not included.
- E. If during or prior to the performance of its functions hereunder, Air Systems LLC discovers the existence of a hazardous substance such as but not limited to asbestos it will stop work immediately and notify customer of its existence. Customer agrees to take such steps as may be required in relation to the hazardous substance as will permit Air Systems, LLC to safely resume its work hereunder.
- F. Air Systems, LLC uses a mileage-based fuel surcharge that will be adjusted annually, on the anniversary of the contract end date. All time and material work will include a Fuel Surcharge line item.



**Air Systems, LLC**  
Commercial & Industrial  
Air Conditioning & Heating  
1208 Jefferson St.  
Columbia, MO 65203  
PHONE: 573-817-0700  
FAX: 573-443-1688

**7. Warranties - Air Systems, LLC warrants that**

- A. Labor is warranted for a period of 1 year from completion of installation
- B. Equipment and/or parts are warranted under manufacturer's parts and/or equipment warranty.
- C. In no event, whether as a result of breach of contract, or any tort including negligence or otherwise shall Air Systems, LLC or its suppliers, employees or agents be liable for any special, consequential, incidental, or penal damage including, but not limited to loss of profit or revenues, loss of use of any products, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or claims of buyer's customers for such damages.

**8. Air Systems, LLC agrees to carry insurance in the following minimum amounts**

Commercial General Liability	\$5,000,000 per occurrence
Automobile Liability	\$2,000,000
Workers Compensation	Statutory Limits



**Air Systems, LLC**  
Commercial & Industrial  
Air Conditioning & Heating  
1208 Jefferson St.  
Columbia, MO 65203  
PHONE: 573-817-0700  
FAX: 573-443-1688

## Equipment List

<u>Manufacturer</u>	<u>Model</u>	<u>Serial #</u>
One (1) Teletrol DDC Controls System	Minx Controllers	
#4 Hydro-Temp Heat Pump	HHP3-300CL2 (1993)	OCGEJ93L
#1 Hydro-Temp Heat Pump	HHP3-300CL2 (1993)	OCGHJ93L
#2 Hydro-Temp Heat Pump	HHP3-300CL2 (1993)	OCGJD93K
#3 Hydro-Temp Heat Pump	HHP3-300CL2 (1993)	OCG_D93K
Four (4) Office Split Units	5 ton Units	
Four (4) Arena Wall Exhaust Fans		
Ten (10) Arena Radiant Heaters		



**Air Systems, LLC**  
Commercial & Industrial  
Air Conditioning & Heating  
1208 Jefferson St.  
Columbia, MO 65203  
PHONE: 573-817-0700  
FAX: 573-442-1689

## Preventive Maintenance Service Tasks

### Coliseum Spring Inspections

#### 1. Teletrol Building Automation Controls

- a. Log in to the Teletrol Front End Work Station and perform the following:
  - i. Check proper binary and analog inputs / outputs that control and monitor:
  - ii. Each heat pump unit operation
  - iii. Water pressures
  - iv. Status Signals on space, return air and discharge air temperatures
  - v. Heat Exchanger pump operation
  - vi. Priority / Slab Pump operation
  - vii. Verify operation against original sequence of operation
  - viii. Check operation of phase monitor
  - ix. Check operation of over-ride timers

#### 2. Heat Pump Units

- a. Priority / Slab Pumps operation
- b. Ground Source Heat Exchanger Pump operation
- c. Supply Air Blower Wheels and Motors operation
- d. Check compressor operation & refrigerant charge and record pressures
- e. Check manual operation of heating and cooling reversing valves
- f. Check manual operation of 3-way refrigerant solenoid for slab or forced air heating
- g. Test operation of both condensate reservoir pumps
- h. Add pan treatment to drain pans and ensure drain lines are clear of debris

#### 3. Office Split Systems

- a. Check condition of air filters
- b. Check blower housings and wheels
- c. Check blower belts, tighten as required
- d. Visually inspect condensing coils for leaks (oil residue)
- e. Check condenser coils for leaks and cleanliness
- f. Check all electrical connections and disconnects
- g. Check condenser fan and compressor amp draws
- h. Check condition of condenser fan blades and clean
- i. Check system operating pressures
- j. Check evaporator/condensate drains
- k. Add pan tabs to condensate pans
- l. Make sure all panels are secure

#### 4. Arena Wall Exhaust Fans

- a. Check dampers for proper modulation and closure
- b. Check condition of drive belts, tighten as required
- c. Check condition of prop blades and clear debris from screens





**Air Systems, LLC**  
Commercial & Industrial  
Air Conditioning & Heating  
1208 Jefferson St.  
Columbia, MO 65203  
PHONE: 573-817-0700  
FAX: 573-443-1166

## **Coliseum Fall Inspections**

### **1. Teletrol Building Automation Controls**

- a. Log in to the Teletrol Front End Work Station and perform the following:
  - i. Check proper binary and analog inputs / outputs that control and monitor:
  - ii. Each heat pump unit operation
  - iii. Water pressures
  - iv. Status Signals on space, return air and discharge air temperatures
  - v. Heat Exchanger pump operation
  - vi. Priority / Slab Pump operation
  - vii. Verify operation against original sequence of operation
  - viii. Check operation of phase monitor
  - ix. Check operation of over-ride timers

### **2. Heat Pump Units**

- a. Priority / Slab Pumps operation
- b. Ground Source Heat Exchanger Pump operation
- c. Supply Air Blower Wheels and Motors operation
- d. Manually Purge external and internal water loops using Purge System from Boone Electric
- e. Verify TeleTrol Program Winter Settings – Air vs Hydronic Balance
- f. Verify Methanol Anti-Freeze mixture is between 22% - 28% in each water loop
- g. Check compressor operation & refrigerant charge and record pressures
- h. Check manual operation of heating and cooling reversing valves
- i. Check manual operation of 3-way refrigerant solenoid for slab or forced air heating
- j. Check operation of both condensate reservoir pumps

### **3. Office Split Systems**

- a. Check condition of air filters
- b. Check blower housings and wheels
- c. Check blower belts, tighten as required
- d. Check condition of electrical disconnect
- e. Start unit and check system control
- f. Visually check condition of burner assembly
- g. Check for proper ignition on burner
- h. Clean flame sensor
- i. Visually check condition of heat exchanger
- j. Visually check condition of flue
- k. Visually check condition of gas lines
- l. Check all electrical connections and disconnects
- m. Make sure all panels are secure

### **4. Arena Wall Exhaust Fans**

- a. Check dampers for proper modulation and closure
- b. Check condition of drive belts

### **5. Arena Radiant Heaters**

- a. Start each unit and check system control
- b. Check condition of gas lines
- c. Check proper condition of burner assembly
- d. Check proper ignition of burner



**Air Systems, LLC**  
Commercial & Industrial  
Air Conditioning & Heating  
1208 Jefferson St.  
Columbia, MO 65203  
PHONE: 573-817-0700  
FAX: 573-446-1000

## **Coliseum Mid-Season Inspections**

### **1. Teletrol Building Automation Controls**

- a. Log in to the Teletrol Front End Work Station and perform the following:
- b. Status Signals on space, return air and discharge air temperatures
- c. Check function / operation of over-ride timers
- d. Check condition of space temperature devices

### **2. Heat Pump Units**

- a. Start each unit and check operation and control
- b. Check condition of air filters
- c. Check condition of coils for cleanliness
- d. Check compressor operation
- e. Check for water leaks
- f. Check for visible refrigerant leaks
- g. Test operation of both condensate reservoir pumps

### **3. Office Split Systems**

- a. Check condition of air filters
- b. Check blower housings and wheels for cleanliness
- c. Start unit and check system control
- d. Check thermostats for operation
- e. Make sure all panels are secure

### **4. Arena Wall Exhaust Fans**

- a. Start each fan and check for proper operation
- b. Visually check dampers for proper modulation and closure

### **5. Arena Radiant Heaters**

- a. Start each unit and check thermostat for operation
- b. Visually check for proper ignition of burner

## **Other Agreement Provisions**

1. Emergency Service – Air Systems, agrees to provide emergency service response to the Boone County Fair Grounds – Central Missouri Event Center at the rate set in this agreement.
2. Report to owner any deficiencies noted and make recommendations as to any further service necessary.
3. Advise owner what we consider to be the overall condition of the equipment.

**From:** "Phil Porter" <philp@airsystemslc.com>  
**To:** "Bob Davidson" <BDavidson@boonecountymo.org>  
**Date:** 1/17/2014 11:03 AM  
**Subject:** 2014 Air Systems Fair Grounds HVAC Service Agreement  
**Attachments:** 20140117115429956.pdf

Hi Bob,

Attached is our 2014 Fair Grounds HVAC Service Agreement. Please let me know if you need to make any adjustments to the services.

Thank you so much.

Phil

Phillip Porter  
Air Systems, LLC.  
Commercial, Industrial and Institutional HVAC  
573.808.0182 cell  
866.857.4440 toll free

AIR SYSTEMS, , L.L.C.  
DUNS: 048218403 CAGE Code: 3W4U9  
Status: Active

1208 JEFFERSON ST  
COLUMBIA, MO, 65203-2508 ,  
UNITED STATES

**Entity Overview**

Entity Information

**Name:** AIR SYSTEMS, , L.L.C.  
**Doing Business As:** AIR SYSTEMS  
**Business Type:** Business or Organization  
**POC Name:** None Specified  
**Registration Status:** Active  
**Activation Date:** 04/04/2013  
**Expiration Date:** 04/04/2014

Exclusions

**Active Exclusion Records?** No

SAM | System for Award Management 1.0

IBM v1.1466.20140121-1343

WWW2

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



**PRODUCER**  
  
**FEDERATED MUTUAL INSURANCE COMPANY**  
 Home Office: P.O. Box 328  
 Owatonna, MN 55060  
 Phone: 1-888-333-4949

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

**INSURED** 284-268-0  
  
**AIR SYSTEMS LLC**  
 1208 JEFFERSON  
 COLUMBIA MO 65203

COMPANIES AFFORDING COVERAGE	
COMPANY A	FEDERATED MUTUAL INSURANCE COMPANY - OR FEDERATED SERVICE INSURANCE COMPANY
COMPANY B	
COMPANY C	
COMPANY D	

**COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	9922466	02/11/13	02/11/14	GENERAL AGGREGATE \$ 2,000,000
	PRODUCTS - COMP/OP AGG \$ 2,000,000				
	PERSONAL & ADV INJURY \$ 1,000,000				
	EACH OCCURRENCE \$ 1,000,000				
	FIRE DAMAGE (Any one fire) \$ 100,000				
	MED EXP (Any one person) \$				
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	9922466	02/11/13	02/11/14	COMBINED SINGLE LIMIT \$ 1,000,000
	BODILY INJURY (Per person) \$				
	BODILY INJURY (Per accident) \$				
	PROPERTY DAMAGE \$				
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
	OTHER THAN AUTO ONLY:				
	EACH ACCIDENT \$				
A	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	9922468	02/11/13	02/11/14	EACH OCCURRENCE \$ 4,000,000
	AGGREGATE \$ 4,000,000				
	\$				
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	9922469	02/11/13	02/11/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	EL EACH ACCIDENT \$ 1,000,000				
	EL DISEASE - POLICY LIMIT \$ 1,000,000				
	EL DISEASE - EA EMPLOYEE \$ 1,000,000				
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
 CERTIFICATEHOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE  
 CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT  
 FOR GENERAL LIABILITY.

EMERGENCY HVAC SERVICES TERM AND SUPPLY  
 PROJECT #93-18DEC07

**CERTIFICATE HOLDER**

2842680  
 COUNTY OF BOONE - MISSOURI 172  
 BOONE COUNTY PURCHASING  
 RM 113  
 61E E ASH ST  
 COLUMBIA MO 65201

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*Jeffery Scheller*  
 PRESIDENT

**(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).

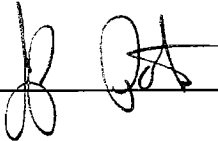
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR  
CERTIFICATION)

- (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.

Phillip Porter - Sales Mgr.

\_\_\_\_\_  
Name and Title of Authorized Representative

Signature

\_\_\_\_\_  


Date

\_\_\_\_\_  
1-29-14

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

County of Boone )  
State of Missouri )  
   )ss  
   )

My name is Phillip Porto. I am an authorized agent of Air Systems

(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

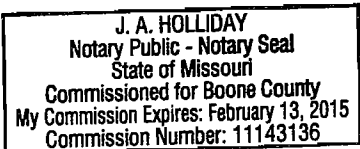
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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

*[Signature]* 1-29-14  
Affiant Date

Phillip Porto  
Printed Name

Subscribed and sworn to before me this 29 day of January, 2014

*[Signature]*  
Notary Public



**Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling.**

Company ID Number: 157971

## **ARTICLE I**

### **PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Air Systems, LLC** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

## **ARTICLE II**

### **FUNCTIONS TO BE PERFORMED**

#### **A. RESPONSIBILITIES OF THE SSA**

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.



Company ID Number: 157971

5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

**B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY**

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

Company ID Number: 157971

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

Company ID Number: 157971

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

Company ID Number: 157971

a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

Company ID Number: 157971

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY**

##### **A. REFERRAL TO THE SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

##### **B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

Company ID Number: 157971

the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

#### ARTICLE IV

#### **SERVICE PROVISIONS**

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

#### ARTICLE V

#### **PARTIES**

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

Company ID Number: 157971

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

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

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

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

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

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

**Employer Air Systems, LLC**

**Kelly D Dye**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

***Electronically Signed***

**10/13/2008**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Department of Homeland Security – Verification Division**

Company ID Number: 157971

**USCIS Verification Division**

Name (Please type or print)

Title

*Electronically Signed*

**10/13/2008**

Signature

Date



Company ID Number: 157971

**INFORMATION REQUIRED  
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: Air Systems, LLC

Company Facility Address: 1208 Jefferson St.  
Columbia, MO 65203

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

County or Parish: BOONE

Employer Identification Number: 431832613

North American Industry  
Classification Systems Code: 238

Parent Company: Air Systems, LLC

Number of Employees: 20 to 99 Number of Sites Verified for: 1

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

- MISSOURI 1 site(s)

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

Name: **Vicki Wampler** Fax Number: (573) 443 - 1688  
Telephone Number: (573) 817 - 0700 ext. 10  
E-mail Address: vickiw@airsystemsllc.com

Name: **Kelly D Dye** Fax Number: (573) 443 - 1688  
Telephone Number: (573) 817 - 0700 ext. 11  
E-mail Address: kellyd@airsystemsllc.com

# 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 20th 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:

- Utilization of the Missouri Department of Transportation Cooperative Contract 3-130709TV to purchase two (2) John Deere 6125M tractors from Sydenstricker Implement Company of Rocheport, MO
- Utilization of the Missouri Department of Transportation Cooperative Contract 3-121024RJ to purchase two (2) Tiger Bengal Series Mid-Mount Boom Mowers for installation on the above purchased tractors
- Dispose of 2005 John Deere 6240 Tractor Boom Mower – Asset Tag 15158
- Dispose of 2001 John Deere 7210 Tractor Boom Mower – Asset Tag 13175
- Dispose of Tiger TRB-50 Boom Mower Section – Asset Tag 17011

The terms of these Cooperative Contracts are stipulated in the attached Purchase Agreements. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreements and Request for Disposal forms.

Done this 20th day of February, 2014.

ATTEST:

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

*Daniel K. Atwill*  
Daniel K. Atwill  
Presiding Commissioner

*Karen M. Miller*  
Karen M. Miller  
District I Commissioner

*Absent*  
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: December 27, 2013  
RE: MO DOT Cooperative Contracts 3-130709TV – John Deere 6125M Tractors & 3-121024RJ – Tractor Mowers

Purchasing and Public Works request permission:

- To utilize the Missouri Department of Transportation (MO DOT) cooperative contract number 3-130709TV to purchase two (2) John Deere 6125M Tractors from John Deere Company through Sydenstricker Implement Company of Rocheport, MO. Total cost for tractors is \$167,617.20.
- To utilize the Missouri Department of Transportation (MO DOT) cooperative contract number 3-121024RJ – Mowers to purchase two (2) Tiger Bengal Series Mid-Mount Boom Mowers for installation on the above requested tractors. Total cost for mowers is \$93,850.40

Both purchases will be paid from department 2040 – Public Works Maintenance Operations, account 92300 - Replacement Machinery & Equipment.

Public Works requests to dispose of the following two (2) Tractors and Mowers:

<u>Description</u>	<u>Fixed Asset Tag</u>
2005 John Deere 6420 Tractor Boom Mower (Equip. ID #3757)	15158 (Mower included in this FA #)
2001 John Deere 7210 Tractor Boom Mower (Equip. ID #3748)	13175
Tiger TRB-50 Boom Mower Section (Mounted to Equip. ID 3748; FA# 13175)	17011

cc: Greg Edington, PW  
Contract File

**PURCHASE AGREEMENT  
FOR  
John Deere 6125M Cab Tractors**

**THIS AGREEMENT** dated the 20<sup>th</sup> 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 **John Deere 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 for (2) two **John Deere 6125M Cab Tractors**, Sydenstricker quotation number 8965516, the Missouri Department of Transportation (MO DOT) cooperative contract number **3-130709TV – Tractors** and any amendments, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with two (2) John Deere 6125M Cab Tractors as follows:

Description	Qty	List Price	Discount %	Discount Amount	Contract Price	Extended Contract Price
John Deere 6125M Cab Tractor	2	\$97,657.00	24.00	\$23,437.68	\$74,219.32	\$148,438.64
Standard Options	2	\$ 9,278.00	24.00	\$ 2226.72	\$ 7,051.28	\$ 14,102.56
<b>Total:</b>	<b>2</b>	<b>\$106,935.00</b>	<b>24.00</b>	<b>\$25,664.40</b>	<b>\$81,270.60</b>	<b>\$162,541.20</b>
Service Agreement: PowerGard Protection (60 Mo./5,000 Hr.)	2	\$ 2,538.00	0.00	\$ 0.00	\$ 2,538.00	\$ 5,076.00
<b>Total Selling Price:</b>						<b>\$167,617.20</b>

3. **Delivery** - Vendor agrees to deliver equipment within **60-180** days after receipt of order. Delivery shall be to Tiger Corporation 3301 North Louise Ave., Sioux Falls, SD 57107.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department, 5551 Tom Bass Rd., Columbia, MO 65201. 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 of an accurate statement. 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.

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

73-2014

- 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.

**JOHN DEERE COMPANY**

by Tamara Helbert  
title Contract Administrator

**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

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

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.)

167,617.20  
2040-92300 - ~~\$167,600.48~~

[Signature]  
Signature *by af*

2/10/14  
Date

Appropriation Account

(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.

Tamara Hebert, Contract Administrator  
Name and Title of Authorized Representative

Tamara Hebert  
Signature

2-4-2014  
Date

## 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.

15. **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.





**JOHN DEERE**

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

John Deere Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580;  
DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Sydenstricker Implement Co.  
1500 N Route J  
Rocheport, MO 65279  
573-446-3030  
rocheport@sydenstrickers.com

**Quote Summary**

**Prepared For:**

Boone County Public Works  
5551 S Tom Bass Rd  
Columbia, MO 65201  
Business: 573-886-4275

**Delivering Dealer:**

**Sydenstricker Implement Co.**  
Norman Anderson  
1500 N Route J  
Rocheport, MO 65279  
Phone: 573-446-3030  
nanderson@sydenstrickers.com

**Quote ID:** 8965516

**Created On:** 04 December 2013

**Last Modified On:** 31 January 2014

**Expiration Date:** 03 January 2014

**Equipment Summary**

**Selling Price**

**Qty**

**Extended**

JOHN DEERE 6125M Cab Tractor

\$ 81,270.60 X 2 = \$ 162,541.20

New - Grace Period, 6125M,  
Scraper Use:-N/A, 60 Total Months  
or 5000 Total Hours, Limited, U.S.,  
\$250 Deductible, Wed Dec 18  
10:09:17 CST 2013

\$ 2,538.00 X 2 = \$ 5,076.00

**Contract:** MODOT Purchase Tractor Contract\_3-130709TV

**Price Effective Date:** July 1, 2013

**Sub Total**

**\$ 167,617.20**

**Equipment Total**

**\$ 167,617.20**

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total \$ 167,617.20

Trade In

SubTotal **\$ 167,617.20**

Total \$ 167,617.20

Down Payment (0.00)

Rental Applied (0.00)

**Balance Due \$ 167,617.20**

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



**JOHN DEERE**

# Selling Equipment

Quote Id: 8965516

Customer Name: BOONE COUNTY PUBLIC WORKS

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

John Deere Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580;  
DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Sydenstricker Implement Co.  
1500 N Route J  
Rocheport, MO 65279  
573-446-3030  
rocheport@sydenstrickers.com

## JOHN DEERE 6125M Cab Tractor

Hours:

Stock Number:

Contract: MODOT Purchase Tractor Contract\_3-130709TV

Selling Price \*

Price Effective Date: July 1, 2013

\$ 81,270.60

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
00Q2L	6125M Cab Tractor	2	\$ 97,657.00	24.00	\$ 23,437.68	\$ 74,219.32	\$ 148,438.64
<b>Standard Options - Per Unit</b>							
0202	United States	2	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0512	Standard Cab Plus	2	\$ 1,850.00	24.00	\$ 444.00	\$ 1,406.00	\$ 2,812.00
878J	Vandal Protection Package	2	\$ 327.00	24.00	\$ 78.48	\$ 248.52	\$ 497.04
878M	Condensor Screen for Cooling Package	2	\$ 20.00	24.00	\$ 4.80	\$ 15.20	\$ 30.40
878S	Cup Holder	2	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1002	Series Tractor	2	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1440	PowrQuad PLUS 24F/24R Transmission with Left Hand Power Reverser (25 mph/40 kmh) with Creeper	2	\$ 2,487.00	24.00	\$ 596.88	\$ 1,890.12	\$ 3,780.24
2051	Standard Cab	2	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2127	Basic Spec Seat with Air Suspension	2	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2511	Mirrors Manually Adjustable and Telescopic- LH & RH	2	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2557	Air Conditioning	2	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2631	Panorama Windshield with RH Door	2	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3232	Load Sensing Constant Flow Hydraulic System: 21.1 GPM (80 L/min), 35cc	2	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3318	2 SCV Mechanical (2 Detent-200 Series) with Standard Couplers	2	\$ 1,346.00	24.00	\$ 323.04	\$ 1,022.96	\$ 2,045.92
3820	Rear Independent 540/1000 RPM PTO	2	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00



**JOHN DEERE**

# Selling Equipment

Quote Id: 8965516

Customer Name: BOONE COUNTY PUBLIC WORKS

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

John Deere Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580;  
DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Sydenstricker Implement Co.  
1500 N Route J  
Rocheport, MO 65279  
573-446-3030  
rocheport@sydenstrickers.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
4121	Two Telescopic Draft Links 3N/2	2	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4213	Center Link with Ball End	2	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4410	Sway Control Blocks	2	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5020	Flanged Axle, 2 Position Fixed Steel Wheels	2	\$ -1,145.00	24.00	\$ -274.80	\$ -870.20	\$ -1,740.40
5214	480/80R34 In. 159D R4 Radial	2	\$ 1,266.00	24.00	\$ 303.84	\$ 962.16	\$ 1,924.32
5915	Nokian	2	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6041	MFWD Front Axle with Fixed Rims	2	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6225	400/80R24 144D R4 Radial	2	\$ 866.00	24.00	\$ 207.84	\$ 658.16	\$ 1,316.32
6715	Nokian	2	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
7702	Preparation for Shipping	2	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
8224	7-Pin Signal Interface Socket	2	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
8230	Inner Rear View Mirror	2	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
8240	Power Outlet Socket	2	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
8247	Deluxe Radio	2	\$ 324.00	24.00	\$ 77.76	\$ 246.24	\$ 492.48
8250	Speaker & antenna installation	2	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
8278	Sun Visor	2	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
8281	Rear Window Wiper & Washer	2	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
8300	Cold Start Package I	2	\$ 306.00	24.00	\$ 73.44	\$ 232.56	\$ 465.12
8307	Fuel Tank Bottom Guard	2	\$ 400.00	24.00	\$ 96.00	\$ 304.00	\$ 608.00
8380	Front Auxiliary Drive Preparation (Crankshaft Pulley without Drive Shaft)	2	\$ 558.00	24.00	\$ 133.92	\$ 424.08	\$ 848.16
8434	Swinging Drawbar with Hammerstrap	2	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
8446	Remote Rear Hitch Control LH & RH	2	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
8725	Beacon Light	2	\$ 199.00	24.00	\$ 47.76	\$ 151.24	\$ 302.48
8762	No Handbrake	2	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
8765	PowerFill Brakes	2	\$ 474.00	24.00	\$ 113.76	\$ 360.24	\$ 720.48
<b>Standard Options Total</b>			<b>\$ 9,278.00</b>		<b>\$ 2,226.72</b>	<b>\$ 7,051.28</b>	<b>\$ 14,102.56</b>



**JOHN DEERE**

# Selling Equipment

Quote Id: 8965516

Customer Name: BOONE COUNTY PUBLIC WORKS

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

John Deere Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580;  
DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Sydenstricker Implement Co.  
1500 N Route J  
Rocheport, MO 65279  
573-446-3030  
rocheport@sydenstrickers.com

Service Agreements			
PowerGard Protection	2	\$ 2,538.00	\$ 5,076.00
<b>Service Agreements Total</b>		<b>\$ 2,538.00</b>	<b>\$ 5,076.00</b>
<b>Suggested Price</b>			<b>\$ 167,617.20</b>
<b>Total Selling Price</b>		<b>\$ 109,473.00</b>	<b>\$ 167,617.20</b>



# JOHN DEERE

## CUSTOMER SERVICE PLANS

### Extended Warranty Proposal

**JOHN DEERE 6125M Cab Tractor**

**Date :** January 31, 2014

Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type	New - Grace Period	Deductible	\$ 250.00
Equipment Type	6125M	Coverage	Limited	List	\$ 2,538.00
Model	6125M	Total Months	60		
Country	US	Total Hours	5000		
Scraper/Const. Use	N/A				

GRACE pricing is only good during the first 12 months or 1000 hours of ownership for new tractors during the John Deere basic warranty period. After this period, DELAYED pricing can be purchased upto the end of the John Deere basic warranty for tractors of 24 months or 2000 hours, and having passed a special inspection/certification process. The Total Months and Hours listed above include the John Deere basic Warranty. 'Limited' Plan coverage = Engine & Powertrain only. 'Comprehensive' Plan coverage = Full Machine.

**PowerGard Protection Proposal Prepared for:** I have been offered this extended warranty and

Customer Name - Please Print

- I ACCEPT the PowerGard Protection  
 I DECLINE the PowerGard Protection

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

**Note :** This is not a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions and limitations of the agreement.

**JOHN DEERE 6125M Cab Tractor**

**Date :** January 31, 2014

Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type	New - Grace Period	Deductible	\$ 250.00
Equipment Type	6125M	Coverage	Limited	List	\$ 2,538.00
Model	6125M	Total Months	60		
Country	US	Total Hours	5000		
Scraper/Const. Use	N/A				

GRACE pricing is only good during the first 12 months or 1000 hours of ownership for new tractors during the John Deere basic warranty period. After this period, DELAYED pricing can be purchased upto the end of the John Deere basic warranty for tractors of 24 months or 2000 hours, and having passed a special inspection/certification process. The Total Months and Hours listed above include the John Deere basic Warranty. 'Limited' Plan coverage = Engine & Powertrain only. 'Comprehensive' Plan coverage = Full Machine.



# JOHN DEERE

## CUSTOMER SERVICE PLANS

---

PowerGard Protection Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

I ACCEPT the PowerGard Protection

I DECLINE the PowerGard Protection

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

**Note :** This is not a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions and limitations of the agreement.

### What PowerGard Protection is :

The PowerGard Protection Plan is an extended warranty program for reimbursement on parts and labour for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Commercial and Agricultural equipment, who purchase the PowerGard Plans for the desired coverage as indicated in this proposal.

### What PowerGard Protection is not :

PowerGard Protection is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income or loss of value of crops during or after an equipment failure. See the actual product-specific PowerGard Protection Plan agreement for a complete listing of covered components, and limitations and conditions under the program.

### Features/Benefits:

- PowerGard protection include the following features and benefits under the program :
- Pays for parts and labour costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.



**Missouri Department of Transportation  
Bid Tabulation of Request 3-130709TV Purchase Tractors  
Multiple Award**

**Item #1 Purchase Tractors 40 - 65 HP (PTO)**

Vendor	Make/Model	HP	Base Price	Option Pricing										Std ARO	Districts Provided
				1a	1b	1c	1d	1e	1f	1g	1h	1i	1j		
Coleman Equipment, Inc.	Kubota M6060HD	56	\$26,700.00	\$6,684.00	\$300.00	NA	\$98.00	\$310.00	NA	\$740.00	\$95.00	\$5,313.00	\$553.00	30	NW, KC
Lauf Equipment Co., Inc.	Massey Ferguson 1754	43	\$26,500.00	\$6,400.00	\$500.00	NA	\$1.00	\$1.00	NA	\$1,200.00	\$150.00	\$4,400.00	\$985.00	60-90	ALL
Lauf Equipment Co., Inc.	Massey Ferguson 1754 Hydro	43	\$27,900.00	\$6,300.00	\$500.00	NA	\$1.00	\$1.00	NA	\$1,200.00	\$150.00	\$4,400.00	\$985.00	60-90	ALL
Lauf Equipment Co., Inc.	Massey Ferguson 1758	46	\$28,321.00	\$6,300.00	\$500.00	NA	\$1.00	\$1.00	NA	\$1,200.00	\$150.00	\$4,450.00	\$985.00	60-90	ALL
Lauf Equipment Co., Inc.	Massey Ferguson 1759	46	\$30,500.00	\$6,400.00	\$500.00	NA	\$1.00	\$1.00	NA	\$1,200.00	\$150.00	\$4,400.00	\$985.00	60-90	ALL
Lauf Equipment Co., Inc.	Massey Ferguson 4608	62.5	\$29,500.00	\$7,450.00	\$500.00	-\$3,000.00	\$1.00	\$1.00	NA	\$1,100.00	\$116.00	\$5,400.00	\$935.00	60-90	ALL
CNH America LLC	Case IH 50 BCUT	40	\$29,654.21	Included	\$200.00	NA	\$170.25	\$138.00	NA	\$859.17	\$320.00	\$6,253.17	Included	180	ALL
CNH America LLC	Case IH 75C	65	\$28,169.98	\$4,029.43	Included	-\$2,314.71	\$429.66	\$430.43	\$482.79	\$1,323.00	\$294.00	\$6,544.23	Included	180	ALL
Sievers Equipment Co.	Case IH Farmall 75C	65	\$29,488.00	\$4,292.00	-	-\$2,050.00	\$508.00	\$387.00	\$434.00	\$1,150.00	\$450.00	\$5,190.00	Included	180	NE, CO, SL, SE
United Procurement LP	John Deere 507M Utility Tractor & H260 Loader	60	\$48,143.00												
Deere & Company	John Deere 5075E	61	\$27,605.27	\$5,866.98	\$400.00	NA	\$130.98	\$176.42	NA	NA	\$73.06	\$4,509.84	\$927.96	60-180	ALL
Deere & Company	John Deere 5075M	60	\$39,743.97	\$5,942.03	\$442.27	-\$5,906.76	\$130.98	\$176.42	\$100.62	\$1,949.51	\$64.80	\$5,357.24	\$1,266.54	60-180	ALL
New Holland Agriculture (CNH)	PowerStar T4.75	64	\$29,986.00	\$5,660.00	Standard	-\$2,766.00	\$283.00 or \$435.00	\$436.00	\$489.00	\$1,200.00	Standard	\$5,546.00	Included	30-180	ALL



**Missouri Department of Transportation  
 Bid Tabulation of Request 3-130709TV Purchase Tractors  
 Multiple Award**

**Item #1 Purchase Tractors 40 - 65 HP (PTO)**

**Tractor Data Sheet**

Vendor	Make/Model	HP	Transmission	Fuel Capacity (Gallons)	Engine (Cylinders)	Weight (lbs)
Coleman Equipment, Inc.	Kubota M6060HD	56	8x8 Hydraulic Shuttle	18	4	5727
Lauf Equipment Co., Inc.	Massey Ferguson 1754	43	12x12 Power Shuttle	13	4	3700
Lauf Equipment Co., Inc.	Massey Ferguson 1754 Hydro	43	3 Range E-hydro	13	4	3850
Lauf Equipment Co., Inc.	Massey Ferguson 1758	46	3 Range Hydro	13	4	3800
Lauf Equipment Co., Inc.	Massey Ferguson 1759	46	12x12 Power Shuttle	13	4	4100
Lauf Equipment Co., Inc.	Massey Ferguson 4608	62.5	12x12 Power Shuttle	27	3	6063
CNH America LLC	Case IH 50 8CUT	40	CVT Power Reverse	13	4	4349
CNH America LLC	Case IH 75C	65	12x12 Power Shuttle	23	4	5886
Sievers Equipment Co.	Case IH Farmall 75C	65	8x8 Power Shuttle	23	4	5886
United Procurement LP	John Deere 507M Utility Tractor & H260 Loader	60	16x16 Sync Reverser	21	5	7850
Deere & Company	John Deere 5075E	61	12x12 Power Reverser	18	3	5070
Deere & Company	John Deere 5075M	60	16x16 Power Reverser	21	5	7800
New Holland Agriculture (CNH)	PowerStar T4.75	64	8x8 Power Shuttle	23	4	5896







**Missouri Department of Transportation  
 Bid Tabulation of Request 3-130709TV Purchase Tractors  
 Multiple Award**

**Item #2 Purchase Tractors 66 - 86 HP (PTO)**

**Tractor Data Sheet**

<b>Vendor</b>	<b>Make/Model</b>	<b>HP</b>	<b>Transmission</b>	<b>Fuel Capacity (Gallons)</b>	<b>Engine (Cylinders)</b>	<b>Weight (lbs)</b>
Coleman Equipment, Inc.	Kubota M100GXDTG	85	16x16	50	4	8965
Lauf Equipment Co., Inc.	Massey Ferguson 4609	76	12x12 Power Shuttle	27	3	6835
Lauf Equipment Co., Inc.	Massey Ferguson 4610	84	12x12 Power Shuttle	27	3	6945
Lauf Equipment Co., Inc.	Massey Ferguson 5609 Classic	70	16x16 Power Shuttle	42	3	8978
Lauf Equipment Co., Inc.	Massey Ferguson 5610 Classic	75	16x16 Power Shuttle	42	3	8978
Lauf Equipment Co., Inc.	Massey Ferguson 5611 Classic	80	16x16 Power Shuttle	49	4	10000
CNH America, LLC	Case IH 85C	70	12x12 Power Shuttle	30	4	7977
CNH America, LLC	Case IH 95C	82	12x12 Power Shuttle	30	4	7977
Sievers Equipment Co.	Case IH Farmall 85C	70	12x12 Power Shuttle	30	4	6947
Deere & Company	John Deere 5085M	70	16x16 Power Reverser	36	4	8500
Deere & Company	John Deere 5100M	85	16x16 Power Reverser	36	4	8700
New Holland Agriculture (CNH)	New Holland T4.85	70	12x12 Power Shuttle	30	4	7055
New Holland Agriculture (CNH)	New Holland T4.95	82	12x12 Power Shuttle	30	4	7055
United Procurement LP	John Deere 5085 and H260 loader	70	16x16 Sync Reverser	21	5	7800



**Missouri Department of Transportation  
 Bid Tabulation of Request 3-130709TV Purchase Tractors  
 Multiple Award**

**Item #3 Purchase Tractors 86 - 145 HP (PTO)**

**Tractor Data Sheet**

Vendor	Make/Model	HP	Transmission	Fuel Capacity (Gallons)	Engine (Cylinders)	Weight (lbs)
Coleman Equipment, Inc.	Kubota M110GXDTG	95	16x16	50	4	9050
Lauf Equipment Co., Inc.	Massey Ferguson 5612 Classic	90	16x16 power shuttle	49	4	10300
Lauf Equipment Co., Inc.	Massey Ferguson 5613 Classic	100	16x16 power shuttle	49	4	10500
Lauf Equipment Co., Inc.	Massey Ferguson 6615 Classic Dyna 4	110	16x16 power shuttle	61	4	12000
Lauf Equipment Co., Inc.	Massey Ferguson 6615 Classic Dyna L	115	24x24 power shuttle	61	4	12500
Lauf Equipment Co., Inc.	Massey Ferguson 6615 Deluxe Cut	110	CVT	61	4	14000
Lauf Equipment Co., Inc.	Massey Ferguson 6616 Classic	125	24x24 power shuttle	61	4	12500
Lauf Equipment Co., Inc.	Massey Ferguson 6616 Deluxe Cut	120	CVT	61	4	14000
Lauf Equipment Co., Inc.	Massey Ferguson 7614 Classic	110	16x16 power shuttle	82	6	15060
CNH America, LLC	Case IH 105U	91	12x12 power shuttle	40	4	9370
CNH America, LLC	Case IH 105C	91	12x12 power shuttle	40	4	7937
CNH America, LLC	Case IH 115U	98	12x12 power shuttle	40	4	9370
CNH America, LLC	Case IH 110 A	90	8x8 power shuttle	40	4	9348
CNH America, LLC	Case IH 120A	96	8x8 power shuttle	40	4	9524
CNH America, LLC	Case IH 125A	105	8x8 power shuttle	62	6	10406
CNH America, LLC	Case IH 140A	115	16x8 power shuttle	62	6	10406
CNH America, LLC	Case IH MX110	90	16x16 power shuttle	46	4	11300
CNH America, LLC	Case IH MX1115	95	16x16 power shuttle	60	6	12500
CNH America, LLC	Case IH MX120	100	16x16 semi power shuttle	46	4	11300
CNH America, LLC	Case IH MX125	105	16x16 power shuttle	60	6	12500
CNH America, LLC	Case IH MX140	120	16x16 semi power shuttle	60	6	12500
Sievers Equipment Co.	Case IH Farmall 120A	96	8x8 power shuttle	40	4	9524
S&H Farm Supply, Inc.	New Holland TS6.110	90	8x8 power shuttle	39	4	8847
S&H Farm Supply, Inc.	New Holland TS6.120	96	8x8 power shuttle	39	4	8846
S&H Farm Supply, Inc.	New Holland TS6.125	105	8x8 power shuttle	62	6	9288
S&H Farm Supply, Inc.	New Holland TS6.140	115	8x8 power shuttle	62	6	9288
Deere & Company	John Deere 6105M	86	16x16 power quad plus	58	4	11486
Deere & Company	John Deere 6105R	86	16x16 power quad plus	58	4	11990
Deere & Company	John Deere 6115M	95	16x16 power quad plus	58	4	11486
Deere & Company	John Deere 6115R	115	16x16 power quad plus	58	4	11990



**Missouri Department of Transportation  
Bid Tabulation of Request 3-130709TV Purchase Tractors  
Multiple Award**

**Item #3 PURCHASE Tractors 86 - 145 HP (PTO)**

Vendor	Make/Model	HP	Base Price	Price	NA	NA	NA	NA	\$58.00	\$310.00	\$1,250.00	\$758.00	\$300.00	\$300.00	Standard	\$730.00	NA	NA	\$1,400.00	\$725.00	\$875.00	30	Districts Provided	
Caldwell Equipment, Inc.	Kohler M110EXDTC	96	\$69,760.00	NA	NA	\$4,800.00	NA	NA	\$88.00	\$1.00	\$1,250.00	\$758.00	\$300.00	\$300.00	Standard	\$730.00	NA	NA	\$1,400.00	\$725.00	\$875.00	30	NW, KC	
Laif Equipment Co., Inc.	Massey Ferguson 5612 Classic	90	\$69,500.00	NA	NA	\$4,900.00	NA	NA	\$1.00	\$1.00	\$1,250.00	\$758.00	\$300.00	\$300.00	Standard	\$730.00	NA	NA	\$1,400.00	\$725.00	\$875.00	90-120	ALL	
Laif Equipment Co., Inc.	Massey Ferguson 5613 Classic	100	\$69,500.00	NA	NA	\$4,900.00	NA	NA	\$1.00	\$1.00	\$1,250.00	\$758.00	\$300.00	\$300.00	Standard	\$730.00	NA	NA	\$1,400.00	\$725.00	\$875.00	90-120	ALL	
Laif Equipment Co., Inc.	Massey Ferguson 6615 Classic Dyna 4	110	\$72,900.00	NA	NA	NA	NA	NA	\$1.00	\$1.00	\$1,250.00	\$758.00	\$300.00	\$300.00	Included	\$650.00	NA	NA	\$6,600.00	\$6,600.00	\$1,325.00	\$1,650.00	90-120	ALL
Laif Equipment Co., Inc.	Massey Ferguson 6615 Classic Dyna L	115	\$76,000.00	NA	NA	NA	NA	NA	\$1.00	\$1.00	\$1,250.00	\$758.00	\$300.00	\$300.00	Included	\$650.00	NA	NA	\$6,600.00	\$6,600.00	\$1,350.00	\$1,900.00	90-120	ALL
Laif Equipment Co., Inc.	Massey Ferguson 6615 Deluxe Cut	110	\$88,500.00	NA	NA	NA	NA	NA	\$1.00	\$1.00	\$1,250.00	\$758.00	\$300.00	\$300.00	Included	\$650.00	NA	NA	\$6,600.00	\$6,600.00	\$1,350.00	\$1,900.00	90-120	ALL
Laif Equipment Co., Inc.	Massey Ferguson 6616 Classic	125	\$79,900.00	NA	NA	NA	NA	NA	\$1.00	\$1.00	\$1,250.00	\$758.00	\$300.00	\$300.00	Included	\$650.00	NA	NA	\$6,600.00	\$6,600.00	\$1,350.00	\$1,900.00	90-120	ALL
Laif Equipment Co., Inc.	Massey Ferguson 6616 Deluxe Cut	120	\$91,900.00	NA	NA	NA	NA	NA	\$1.00	\$1.00	\$1,250.00	\$758.00	\$300.00	\$300.00	Included	\$650.00	NA	NA	\$6,600.00	\$6,600.00	\$1,350.00	\$1,900.00	90-120	ALL
Laif Equipment Co., Inc.	Massey Ferguson 7614 Classic	110	\$82,500.00	NA	NA	NA	NA	NA	\$1.00	\$1.00	\$1,250.00	\$758.00	\$300.00	\$300.00	Included	\$650.00	NA	NA	\$6,600.00	\$6,600.00	\$1,350.00	\$1,900.00	90-120	ALL
CNH America, LLC	Case IH 105U	91	\$51,664.08	NA	NA	NA	NA	NA	\$459.15	NA	NA	NA	NA	NA	In Base	\$1,033.50	\$1,443.65	\$5,089.60	\$896.28	\$1,191.00	\$1,191.00	160	ALL	
CNH America, LLC	Case IH 105C	91	\$47,482.09	\$5,105.10	\$2,951.95	NA	NA	NA	\$284.90	\$438.15	NA	NA	NA	NA	In Base	NA	NA	\$1,039.00	\$5,144.60	\$896.28	NA	180	ALL	
CNH America, LLC	Case IH 115U	98	\$52,747.53	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	In Base	NA	NA	\$1,443.00	\$5,089.60	\$896.28	NA	180	ALL	
CNH America, LLC	Case IH 110 A	90	\$50,161.59	\$5,261.97	\$3,833.03	\$170.94	NA	NA	\$99.00	\$86.00	\$433.51	\$200.00	\$200.00	\$200.00	In Base	\$181.73	\$181.73	\$5,673.36	\$896.28	\$1,191.96	\$1,191.96	160	ALL	
CNH America, LLC	Case IH 120A	96	\$52,542.82	\$5,261.97	\$3,833.03	\$170.94	NA	NA	\$99.00	\$96.00	\$433.51	\$200.00	\$200.00	\$200.00	In Base	\$191.73	\$191.73	\$5,673.36	\$896.28	\$1,191.96	\$1,191.96	160	ALL	
CNH America, LLC	Case IH 125A	106	\$54,368.10	\$5,261.97	\$3,833.03	\$170.94	NA	NA	\$99.00	\$96.00	\$433.51	\$200.00	\$200.00	\$200.00	In Base	\$191.73	\$191.73	\$5,673.36	\$896.28	\$1,191.96	\$1,191.96	160	ALL	
CNH America, LLC	Case IH 140A	115	\$60,187.41	\$5,261.97	\$3,833.07	\$170.94	NA	NA	\$98.00	\$98.00	\$433.51	\$200.00	\$200.00	\$200.00	In Base	\$231.00	\$231.00	\$5,467.00	\$1,585.00	\$2,212.00	\$2,212.00	180	ALL	
CNH America, LLC	Case IH 160A	130	\$66,733.86	NA	NA	NA	NA	NA	\$1,007.00	\$788.00	\$517.00	\$400.00	\$291.00	\$291.00	In Base	\$811.00	\$811.00	\$1,485.00	\$8,467.00	\$1,585.00	\$2,212.00	180	ALL	
CNH America, LLC	Case IH 180A	150	\$62,368.88	NA	NA	NA	NA	NA	\$1,007.00	\$788.00	\$517.00	\$400.00	\$291.00	\$291.00	In Base	\$811.00	\$811.00	\$1,485.00	\$8,467.00	\$1,585.00	\$2,212.00	180	ALL	
CNH America, LLC	Case IH 190A	160	\$65,572.00	NA	NA	NA	NA	NA	\$1,007.00	\$788.00	\$517.00	\$400.00	\$291.00	\$291.00	In Base	\$811.00	\$811.00	\$1,485.00	\$8,467.00	\$1,585.00	\$2,212.00	180	ALL	
CNH America, LLC	Case IH 195A	170	\$64,144.26	NA	NA	NA	NA	NA	\$1,007.00	\$788.00	\$517.00	\$400.00	\$291.00	\$291.00	In Base	\$811.00	\$811.00	\$1,485.00	\$8,467.00	\$1,585.00	\$2,212.00	180	ALL	
CNH America, LLC	Case IH 200A	180	\$70,371.13	NA	NA	NA	NA	NA	\$1,007.00	\$788.00	\$517.00	\$400.00	\$291.00	\$291.00	In Base	\$811.00	\$811.00	\$1,485.00	\$8,467.00	\$1,585.00	\$2,212.00	180	ALL	
Stivers Equipment Co.	Case IH Farmall 120A	96	\$48,458.00	\$5,550.00	\$4,000.00	\$222.00	NA	\$1,150.00	\$650.00	\$650.00	\$400.00	\$290.00	\$180.00	\$180.00	In Base	\$180.00	\$180.00	\$1,775.00	\$5,146.00	\$1,050.00	\$975.00	180	ALL	
Stivers Equipment Co.	New Holland T58.110	90	\$51,460.00	\$6,800.00	\$3,600.00	\$180.00	NA	\$95.00	\$100.00	\$100.00	\$440.00	\$125.00	\$200.00	\$200.00	In Base	\$200.00	NA	\$1,890.00	\$9,710.00	\$1,225.00	\$2,100.00	120	SW, SE	
SAH Farm Supply, Inc.	New Holland T58.120	96	\$52,520.00	\$6,800.00	\$3,600.00	\$180.00	NA	\$95.00	\$100.00	\$100.00	\$440.00	\$125.00	\$200.00	\$200.00	In Base	\$200.00	NA	\$1,890.00	\$9,710.00	\$1,225.00	\$2,100.00	120	SW, SE	
SAH Farm Supply, Inc.	New Holland T58.140	105	\$57,110.00	\$6,800.00	\$3,600.00	\$180.00	NA	\$90.00	\$100.00	\$100.00	\$440.00	\$125.00	\$200.00	\$200.00	In Base	\$200.00	NA	\$1,890.00	\$9,710.00	\$1,225.00	\$2,100.00	120	SW, SE	
SAH Farm Supply, Inc.	New Holland T56.140	115	\$61,200.00	\$6,800.00	\$3,600.00	\$180.00	NA	\$90.00	\$100.00	\$100.00	\$440.00	\$125.00	\$200.00	\$200.00	In Base	\$200.00	NA	\$1,890.00	\$9,710.00	\$1,225.00	\$2,100.00	120	SW, SE	
SAH Farm Supply, Inc.	New Holland T56.140	105	\$57,110.00	\$6,800.00	\$3,600.00	\$180.00	NA	\$90.00	\$100.00	\$100.00	\$440.00	\$125.00	\$200.00	\$200.00	In Base	\$200.00	NA	\$1,890.00	\$9,710.00	\$1,225.00	\$2,100.00	120	SW, SE	
Deere & Company	John Deere 6105M	85	\$70,113.65	\$9,268.89	\$8,000.52	\$3,442.80	NA	\$122.89	\$191.44	\$21.66	\$21.66	\$246.24	\$246.24	Included	\$1,970.48	\$3,424.56	\$7,422.92	\$934.65	\$2,079.13	\$2,079.13	60-180	ALL		
Deere & Company	John Deere 6108R	88	\$77,048.04	NA	NA	\$7,816.60	NA	\$191.44	\$191.44	\$191.44	\$621.68	\$246.24	\$246.24	Included	\$1,970.48	\$3,424.56	\$7,422.92	\$934.65	\$2,079.13	\$2,079.13	60-180	ALL		
Deere & Company	John Deere 6150R	95	\$75,117.32	\$9,202.08	\$8,000.52	\$3,442.80	NA	\$191.44	\$191.44	\$191.44	\$621.68	\$246.24	\$246.24	Included	\$1,970.48	\$3,424.56	\$7,422.92	\$934.65	\$2,079.13	\$2,079.13	60-180	ALL		
Deere & Company	John Deere 6155R	101	\$77,399.52	\$9,202.08	\$8,000.52	\$3,442.80	NA	\$191.44	\$191.44	\$191.44	\$621.68	\$246.24	\$246.24	Included	\$1,970.48	\$3,424.56	\$7,422.92	\$934.65	\$2,079.13	\$2,079.13	60-180	ALL		
Deere & Company	John Deere 6125M	101	\$85,551.68	NA	NA	\$7,816.60	NA	\$191.44	\$191.44	\$191.44	\$621.68	\$246.24	\$246.24	Included	\$1,970.48	\$3,424.56	\$7,422.92	\$934.65	\$2,079.13	\$2,079.13	60-180	ALL		
Deere & Company	John Deere 6140M	114	\$84,923.36	\$9,202.08	\$8,000.52	\$3,442.80	NA	\$191.44	\$191.44	\$191.44	\$621.68	\$246.24	\$246.24	Included	\$1,970.48	\$3,424.56	\$7,422.92	\$934.65	\$2,079.13	\$2,079.13	60-180	ALL		
Deere & Company	John Deere 6140R	111	\$86,821.80	NA	NA	\$7,489.64	NA	\$191.44	\$191.44	\$191.44	\$621.68	\$246.24	\$246.24	Included	\$1,970.48	\$3,424.56	\$7,422.92	\$934.65	\$2,079.13	\$2,079.13	60-180	ALL		
Deere & Company	John Deere 6150M	123	\$90,446.04	\$9,984.00	\$8,451.48	\$3,222.40	NA	\$191.44	\$191.44	\$191.44	\$621.68	\$246.24	\$246.24	Included	\$1,970.48	\$3,424.56	\$7,422.92	\$934.65	\$2,079.13	\$2,079.13	60-180	ALL		
Deere & Company	John Deere 6150R	120	\$105,708.72	NA	NA	\$7,700.32	NA	\$176.42	\$176.42	\$176.42	\$793.52	\$442.27	\$294.63	\$294.63	Included	\$693.04	\$693.04	\$5,424.56	\$6,701.68	\$1,266.54	\$2,079.13	60-180	ALL	
Deere & Company	John Deere 6150R	100	\$92,847.27	NA	NA	NA	NA	NA	\$191.44	\$191.44	\$621.68	\$246.24	\$246.24	Included	\$693.04	\$693.04	\$5,424.56	\$6,701.68	\$1,266.54	\$2,079.13	\$2,079.13	60-180	ALL	
Deere & Company	John Deere 6170M	142	\$98,572.32	NA	NA	\$8,207.24	NA	\$191.44	\$191.44	\$191.44	\$621.68	\$246.24	\$246.24	Included	\$693.04	\$693.04	\$5,424.56	\$6,701.68	\$1,266.54	\$2,079.13	\$2,079.13	60-180	ALL	
Deere & Company	John Deere 6170R	140	\$116,609.42	NA	NA	\$8,207.24	NA	\$191.44	\$191.44	\$191.44	\$621.68	\$246.24	\$246.24	Included	\$693.04	\$693.04	\$5,424.56	\$6,701.68	\$1,266.54	\$2,079.13	\$2,079.13	60-180	ALL	
New Holland Agriculture (CNH)	New Holland T4.105	91	\$50,880.00	\$5,670.00	\$3,735.00	\$175.00	NA	\$414.6562	\$711.00	\$438.00	\$483.00	Standard	Standard	Standard	\$566.00	\$566.00	\$608.00	\$608.00	\$608.00	Included	\$286.00	30-180	ALL	
New Holland Agriculture (CNH)	New Holland T4.115	98	\$52,068.00	\$5,670.00	\$3,735.00	\$175.00	NA	\$414.6562	\$711.00	\$438.00	\$483.00	Standard	Standard	Standard	\$566.00	\$566.00	\$608.00	\$608.00	\$608.00	Included	\$286.00	30-180	ALL	
New Holland Agriculture (CNH)	New Holland T6.140	90	\$52,954.00	NA	NA	NA	NA	\$6,736.00	\$712.00	\$712.00	\$905.00	\$304.00	\$293.00	\$293.00	In Base	\$293.00	\$293.00	\$304.00	\$293.00	\$293.00	Included	\$1,099.00	30-180	ALL
New Holland Agriculture (CNH)	New Holland T6.150	100	\$56,395.00	NA	NA	NA	NA	\$6,736.00	\$712.00	\$712.00	\$905.00	\$304.00	\$293.00	\$293.00	In Base	\$293.00	\$293.00	\$304.00	\$293.00	\$293.00	Included	\$1,099.00	30-180	ALL
New Holland Agriculture (CNH)	New Holland T6.160	110	\$57,820.00	NA	NA	NA	NA	\$6,736.00	\$712.00	\$712.00	\$905.00	\$304.00	\$293.00	\$293.00	In Base	\$293.00	\$293.00	\$304.00	\$293.00	\$293.00	Included	\$1,099.00	30-180	ALL
New Holland Agriculture (CNH)	New Holland T6.165	95	\$64,538.00	NA	NA	NA	NA	\$6,736.00	\$712.00	\$712.00	\$905.00	\$304.00	\$293.00	\$293.00	In Base	\$293.00	\$293.00	\$304.00	\$293.00	\$293.00	Included	\$1,099.00	30-180	ALL
New Holland Agriculture (CNH)	New Holland T6.165	105	\$69,170.00	NA	NA	NA	NA	\$6,736.00	\$712.00	\$712.00	\$905.00	\$304.00	\$293.00	\$293.00	In Base	\$293.00	\$293.00	\$304.00	\$293.00	\$293.00	Included	\$1,099.00	30-180	ALL
New Holland Agriculture (CNH)	New Holland T6.170	120	\$74,635.00	NA	NA	NA	NA	\$6,736.00	\$712.00	\$712.00	\$905.00	\$304.00	\$293.00	\$293.00	In Base	\$293.00	\$293.00	\$304.00	\$293.00	\$293.00	Included	\$1,099.00	30-180	ALL
New Holland Agriculture (CNH)	New Holland T7.105	115	\$69,012.00	NA	NA	NA	NA	\$6,906.00	\$684.00	\$684.00	\$938.00	\$296.00	\$296.00	\$296.00	Standard	\$296.00	\$296.00	\$296.00	\$296.00	\$296.00	Included	\$1,099.00	30-180	ALL
New Holland Agriculture (CNH)	New Holland T7.200	130	\$96,833.00	NA	NA	NA</																		



**Missouri Department of Transportation  
 Bid Tabulation of Request 3-130709TV Purchase Tractors  
 Multiple Award**

**Item #3 Purchase Tractors 86 - 145 HP (PTO)**

**Tractor Data Sheet**

Vendor	Make/Model	HP	Transmission	Fuel Capacity (Gallons)	Engine (Cylinders)	Weight (lbs)
Deere & Company	John Deere 6125M	102	16x16 power quad plus	58	4	11519
Deere & Company	John Deere 6125R	101	16x16 power quad plus	58	4	11990
Deere & Company	John Deere 6140M	114	16x16 power quad plus	90	4	12200
Deere & Company	John Deere 6140R	111	16x16 power quad plus	95	6	13580
Deere & Company	John Deere 6150M	123	16x16 power quad plus	94	6	13073
Deere & Company	John Deere 6150R	120	16x16 power quad plus	95	6	13657
Deere & Company	John Deere 5115M	100	16x16 power reverser	47	4	8700
Deere & Company	John Deere 6170M	142	16x16 power quad plus	107	6	15664
Deere & Company	John Deere 6170R	140	16x16 power quad plus	95	6	17200
New Holland Agriculture (CNH)	New Holland T4.105	91	12x12 power shuttle	30	4	7055
New Holland Agriculture (CNH)	New Holland T4.115	98	12x12 power shuttle	30	4	7055
New Holland Agriculture (CNH)	New Holland T6.140	90	16x16 ElectroShift	46	4	10560
New Holland Agriculture (CNH)	New Holland T6.150	100	16x16 ElectroShift	46	4	10560
New Holland Agriculture (CNH)	New Holland T6.160	110	16x16 ElectroShift	46	4	10560
New Holland Agriculture (CNH)	New Holland T6.155	95	16x16 ElectroShift	60	6	10604
New Holland Agriculture (CNH)	New Holland T6.165	105	16x16 ElectroShift	60	6	10604
New Holland Agriculture (CNH)	New Holland T6.175	120	16x16 ElectroShift	60	6	10979
New Holland Agriculture (CNH)	New Holland T7.170	100	18x6 Range Command	71	6	12667
New Holland Agriculture (CNH)	New Holland T7.185	115	18x6 Range Command	71	6	12667
New Holland Agriculture (CNH)	New Holland T7.200	130	18x6 Range Command	87	6	13118
New Holland Agriculture (CNH)	New Holland T7.210	140	18x6 Range Command	87	6	13118
New Holland Agriculture (CNH)	New Holland TS6.110	90	8x8 power shuttle	39	4	9347
New Holland Agriculture (CNH)	New Holland TS6.120	96	8x8 power shuttle	39	4	9524
New Holland Agriculture (CNH)	New Holland TS6.125	105	8x8 power shuttle	62	6	10405
New Holland Agriculture (CNH)	New Holland TS6.140	115	8x8 power shuttle	62	6	10405
United Procurement LP	John Deere 6140M and H310 loader	114	24x24 power shuttle	76	4	12200



**Missouri Department of Transportation**  
**Bid Tabulation of Request 3-130709TV Purchase Tractors**  
**Multiple Award**

**VENDOR INFORMATION**

**Name:** Deere & Company  
**Contact name:** Tamara Hebert  
**Address Line:** 2000 John Deere Run  
**Address Line:** Cary, NC 27513  
**Telephone #:** 800-358-5010  
**Email address:** [gnsbids@johndeere.com](mailto:gnsbids@johndeere.com)

**Name:** S&H Farm Supply, Inc.  
**Contact name:** Chris LaGrange  
**Address Line:** 6959 E US Hwy. 60  
**Address Line:** Rogersville, MO 65742  
**Telephone #:** 417-865-5252  
**Email address:** [chris.laqrange@shfarmssupply.com](mailto:chris.laqrange@shfarmssupply.com)

**Name:** Lauf Equipment Co.  
**Contact name:** Terrance LePage  
**Address Line:** 541 W. Hwy. 94  
**Address Line:** Jefferson City, MO 65101  
**Telephone #:** 573-635-6836  
**Email address:** [laufequipment@embarqmail.com](mailto:laufequipment@embarqmail.com)

**Name:** United Procurement LP  
**Contact name:** Nancy Woods  
**Address Line:** 725 Locust Drive  
**Address Line:** Oakleaf, TX 75154  
**Telephone #:** 469-218-0110  
**Email address:** [nwoods@unitedprocurement.net](mailto:nwoods@unitedprocurement.net)

**VENDOR INFORMATION**

**Name:** Coleman Equipment, Inc.  
**Contact name:** David Olson  
**Address Line:** 112 NE 92 Hwy  
**Address Line:** Smithville, MO 64089  
**Telephone #:** 816-532-8288  
**Email address:** [dolson@colemanequip.com](mailto:dolson@colemanequip.com)

**Name:** CNH America LLC (**See footnote**)  
**Contact name:** Patricia Lardie  
**Address Line:** 700 State Street  
**Address Line:** Racine, WI 53404  
**Telephone #:** 608-444-5349  
**Email address:** [patricia.lardie@caseih.com](mailto:patricia.lardie@caseih.com)

**Name:** Sievers Equipment Co.  
**Contact name:** Mark Sievers  
**Address Line:** 406 N. Old Route 66  
**Address Line:** Hamel, IL 62046  
**Telephone #:** 618-633-2622  
**Email address:** [mark.sievers@sieversequipment.com](mailto:mark.sievers@sieversequipment.com)

**Name:** New Holland Agriculture (CNH)  
**Contact name:** Wayne Crow  
**Address Line:** 500 Diller Ave.  
**Address Line:** New Holland, PA 17557  
**Telephone #:** 717-355-1683  
**Email address:** [wayne.crow@newholland.com](mailto:wayne.crow@newholland.com)

**Footnote:**

CNH America LLC (Case IH) clarified in their bid response that they were bidding as a representative of the local Case IH dealers. Purchases of Case IH tractors must be placed directly with an authorized Case IH dealer rather than corporate.

## OPTIONS PAGE

### ITEM 1:

- Option 1a: Cab and AC
- Option 1b: AM/FM Radio
- Option 1c: 2WD (w/ locking differential) in lieu of 4WD (Credit)
- Option 1d: Front Weights - Lbs. per weight \_\_\_\_\_
- Option 1e: Rear Weights - Lbs. per weight \_\_\_\_\_
- Option 1f: Front Fender Option - 4WD Only
- Option 1g: 3rd hydraulic valve
- Option 1h: Engine block heater
- Option 1i: Quick Attach Loader w/o bucket (Loader must be same brand as tractor)
- Option 1j: Recommended Quick Attach bucket for loader. Length: \_\_\_\_\_

### ITEM 2:

- Option 2a: Deduct Cab and A/C - Open Operator Station, including (ROPS) with canopy, seat belt and swivel seat. ROPS shall meet the SAE Standard J334a-1970 and J167-1970 (deduct)
- Option 2b: 2WD (w/ locking differential) in lieu of 4WD (deduct)
- Option 2c: Front Weights - Lbs. per weight \_\_\_\_\_
- Option 2d: Rear Weights - Lbs. per weight \_\_\_\_\_
- Option 2e: 540/1000 RPM PTO in lieu of 540 RPM PTO
- Option 2f: Front Fender Option
- Option 2g: 3<sup>rd</sup> hydraulic valve
- Option 2h: AM/FM Radio
- Option 2i: Rear windshield wiper and rear washer fluid applicator
- Option 2j: Loader prep pkg. *(including dual mid-valves w/ joystick control)*  
(Loader prep. pkg. will be used to operate front mounted snow plow)
- Option 2k: Heavy Duty Quick Attach self-leveling loader w/o bucket  
(Loader must be same brand as tractor)
- Option 2l: Recommended Quick Attach bucket for loader. Length: \_\_\_\_\_

### ITEM 3:

- Option 3a: Deduct Cab and A/C - Open Operator Station, including (ROPS) with canopy, seat belt and swivel seat. ROPS shall meet the SAE Standard J334a-1970 and J167-1970 (deduct)
- Option 3b: 2WD (w/ locking differential) in lieu of 4WD (deduct)
- Option 3c: High ground speed transmission. Specify: \_\_\_\_\_
- Option 3d: Front Weights - Lbs. per weight \_\_\_\_\_
- Option 3e: Rear Weights - Lbs. per weight \_\_\_\_\_
- Option 3f: Front Fender Option
- Option 3g: AM/FM Radio
- Option 3h: Rear windshield wiper and rear washer fluid applicator
- Option 3i: 4th hydraulic valve
- Option 3j: Loader prep pkg. *(including dual mid-valves w/ joystick control)*  
(Loader prep. pkg. will be used to operate front mounted snow plow)
- Option 3k: Heavy Duty quick attach self-leveling loader w/o bucket  
(Loader must be same brand as tractor)
- Option 3l: Recommended HD Quick Attach bucket for loader. Length: \_\_\_\_\_
- Option 3m: Recommended Quick Attach high capacity bucket. Cu/Yd: \_\_\_\_\_



**Missouri Department of Transportation  
Bid Tabulation for Request 3-130709TV Purchase Tractors**

**% Discount off MSRP for all Data Book or Pricing Guide Options**

<b>Deere &amp; Company</b>	<b>19% on units in Item #1 and #2. 24% on all units in Item #3 (except JD 5115M is 19%).</b>
<b>Coleman Equipment, Inc.</b>	<b>15%</b>
<b>S&amp;H Farm Supply, Inc.</b>	<b>25%</b>
<b>CNH America LLC</b>	<b>30% on units in Item #1 and #2. 30% on all Item #3 models (except 110A, 120A, 125A and 140A are 25%).</b>
<b>Lauf Equipment Co.</b>	<b>10%</b>
<b>Sievers Equipment Co.</b>	<b>28% on units in Item #1 and #2. 25% on units in Item #3.</b>
<b>United Procurement LP</b>	<b>0%</b>
<b>New Holland Agriculture (CNH)</b>	<b>22% on units in Item #1, 24% on units in Item #2. For Item #3, Models T4.105, T4.115, TS6.110, TS6.120, TS6.125 and TS6.140 are 24%. Models T6.140, T6.150, T6.160, T6.155, T6.165, T6.175, T7.170, T7.185, T7.200 and T7.210 are 29%.</b>



## Additional Options

<u>Vendor</u>	<u>Optional Training</u>	<u>First On-Site Maintenance</u>	<u>Diagnostic Software</u>
S&H Farm Supply - New Holland	\$1,000 per session	\$350	No Bid
Sievers Equipment Company - Case IH	No Bid	See comment	No Bid
United Procurement LP	No Bid	No Bid	No Bid
CNH America - Case IH	\$700 per student	\$900	No Bid
Lauf Equipment	\$150 per student	\$150	No Bid
Coleman Equipment, Inc.	No Bid	No Bid	No Bid
Deere & Company	No Bid	\$500	\$1,500
New Holland Agriculture (CNH)	\$250.00	Varies by dealer	\$4,900 with lap top; \$2,392 without lap top

## Co-Op Agreement

<u>Vendor</u>	<u>Is this price offered to Missouri Co-Op's</u>	<u>Delivery Charge</u>
Sievers Equipment Co - Case IH	Yes	Free with 75 miles of St Peters, MO \$3 per mile over 75 miles from St Peters, MO
S&H Farm Supply - New Holland	Yes	
Deere & Company	Yes	
CNH America - Case IH	Yes	
Lauf Equipment - Massey Ferguson	Yes	
Coleman Equipment, Inc.	Yes	
New Holland Agriculture (CNH)	Yes	
United Procurement LP	No	

**Missouri Highways and Transportation Commission  
Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions**

**STANDARD SOLICITATION PROVISIONS**

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

**GENERAL TERMS AND CONDITIONS**

**Definitions**

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

**Nondiscrimination**

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
  - ii. cancellation, termination or suspension of the contract, in whole or in part.

**Contract/Purchase Order**

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

**Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

**Executive Order:**

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

**Preferences**

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

**Missouri Highways and Transportation Commission**  
**Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions**

**Cancellation of Contract**

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

**Bankruptcy or Insolvency**

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

**Warranty**

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

**Status of Independent Contractor**

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

**Non-Waiver**

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

**Indemnification**

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

**Missouri Highways and Transportation Commission**  
**Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions**

**SPECIAL TERMS AND CONDITIONS**

**Tax Exempt Status:**

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

**Insurance**

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

**Prohibition Of Employment Of Unauthorized Aliens:**

- a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
  - 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)
  - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit A.
- b. **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit B.

**Delivery – Additional Requirements**

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
  - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
  - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the equipment is delivered.
- b. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day
- c. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

### Search Results

#### Current Search Terms: John\* Deere\* company\*

Your search for "John\* Deere\* 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	<b>RAY LEE EQUIPMENT COMPANY, LTD.</b>	Status: <b>Active</b> (+)
<b>DUNS: 026947077</b>	<b>CAGE Code: 4PG82</b>	<a href="#">View Details</a>
<b>Has Active Exclusion?: No</b>	<b>DoDAAC:</b>	
<b>Expiration Date: 10/30/2014</b>	<b>Delinquent Federal Debt? No</b>	
Entity	<b>DEERE &amp; COMPANY</b>	Status: <b>Active</b> (+)
<b>DUNS: 005267471</b>	<b>CAGE Code: 75755</b>	<a href="#">View Details</a>
<b>Has Active Exclusion?: No</b>	<b>DoDAAC:</b>	
<b>Expiration Date: 08/20/2014</b>	<b>Delinquent Federal Debt? No</b>	
Entity	<b>Quality Equipment Company, Inc.</b>	Status: <b>Active</b> (+)
<b>DUNS: 034287201</b>	<b>CAGE Code: 4F6S0</b>	<a href="#">View Details</a>
<b>Has Active Exclusion?: No</b>	<b>DoDAAC:</b>	
<b>Expiration Date: 06/06/2014</b>	<b>Delinquent Federal Debt? No</b>	
Entity	<b>DEERE &amp; COMPANY</b>	Status: <b>Active</b> (+)
<b>DUNS: 607690989</b>	<b>CAGE Code: 0XWZ3</b>	<a href="#">View Details</a>
<b>Has Active Exclusion?: No</b>	<b>DoDAAC:</b>	
<b>Expiration Date: 06/06/2014</b>	<b>Delinquent Federal Debt? No</b>	

#### Glossary

##### Search Results

Entity  
Exclusion

##### Search Filters

By Record Status  
By Functional Area - Entity Management  
By Functional Area - Performance Information

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



### Search Results

**Current Search Terms: sydenstricker\* impement\* Co.\***

**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

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

IBM v1.1425.20131220-1428



**PURCHASE AGREEMENT  
FOR  
TRACTOR MOWERS**

THIS AGREEMENT dated the 20<sup>th</sup> 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 **Tiger Corporation**, 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 **two (2) Bengal Series BB-24 Mid-Mount Boom Mowers with Reach Out from 23.6'**, Tiger Corporation quotation number 1917 CJ, the Missouri Department of Transportation (MO DOT) cooperative contract number **3-121024RJ – Mowers** and any amendments and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. In the event of conflict between any of the foregoing documents, this Purchase Agreement, MO DOT cooperative contract number **3-121024RJ** and any amendments shall prevail.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with two (2) Bengal Series BB-24 Mid-Mount Boom Mowers with Reach Out from 23.6' as follows:

Description	Contract Price	Qty	Extended Price
BB-24 Mid-Mount Boom Mower with approximate reach out from 23.6'	\$34,130.00	2	\$68,260.00
IOS-BB Single Point Open Stow (IOS) Transport System & Travel Safety Lock	\$ 2,449.00	2	\$ 4,898.00
JSTK – Joystick, Electro-Hydraulic and Valve Kit	\$ 5,586.20	2	\$11,172.40
Installation of complete boom mower system at factory	\$ 4,760.00	2	\$ 9,520.00
<b>Total Selling Price</b>			<b>\$93,850.40</b>

3. **Delivery** - Vendor agrees to deliver equipment within **45** days after receipt of tractor. Delivery shall be to Boone County Public Works 5551 Tom Bass Rd., Columbia, MO 65201.

4. **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 of an accurate statement. 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.

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



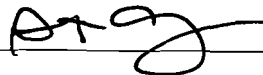
73-2014

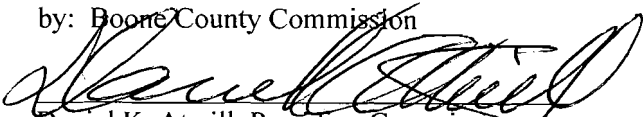
in conformity with bidding specifications or variances authorized by County, or  
c. If appropriations are not made available and budgeted for any calendar year.

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

**TIGER CORPORATION**

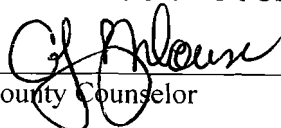
**BOONE COUNTY, MISSOURI**

by   
title Pres: devt

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

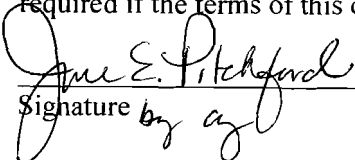
APPROVED AS TO FORM:

ATTEST:

  
County Counselor

  
Wendy S. Noren, County Clerk

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.)

  
Signature *by ay*

2/10/14  
Date

2040-92300 - \$93,850.40

Appropriation Account

(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.

SHAWN T. CLEARLY - President - Tiger Corporation  
Name and Title of Authorized Representative

  
Signature

22 JAN 2014  
Date

## 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.

15. **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.

Ship to:	BOONE CO		
Bill to:	BOONE CO		
End User:	BOONE CO		
End User Contact:	GREG EDINGTON	PO#:	
Quote#:	1917 CJ	Order Date:	
Dealer Contact:		Quote Date:	01/10/14
DLR Phone / Fax:		Requested ship date:	
Dealer Email:		State contract order:	MO 3-121024RJ-MOWERS



**BENGAL SERIES**

(Boom Reach from 17.5' to 26.3')

**HOW TO ORDER:** You must select one item from Sections 1, 2, 3 & 4 for a complete Boom Mower.

Qty	Order Code	Description	Approx. (lbs)	MO Contract
<b>Add tractor on next line when required</b>				
\$ -				
<b>SECTION 1 - Choose a Base Unit</b>				
	BB-18	Mid-mount Boom Mower with ≈ Reach Out from 17.5' to 20.2' (not compatible with SS-BB Stow - 500 lb wheel weight)	3950	\$ -
	BB-22	Mid-mount Boom Mower with ≈ Reach Out from 21.3' to 24.0'	4110	\$ -
1	BB-24	Mid-mount Boom Mower with ≈ Reach Out from 23.6'	4250	\$ 34,130.00 ✓
<b>INCLUDES:</b> Boom Arms, Mounting system, Wheel Weights, Mower Hydraulic Drive System Operator Safety Screen/Poly				
<b>SECTION 2 - Choose a Cutter Head Stow System</b>				
	SS-BB	SIDE STOW (SS) transport system & Travel Safety Lock	45	Inc. in Base \$ -
	3PS-BB	3 POINT STOW (3PS) transport system & Travel Safety Lock	130	\$ -
1	1OS-BB	SINGLE POINT OPEN STOW (1OS) transport system & Travel Safety Lock	160	\$ 2,449.00
	3OS-BB	3 POINT OPEN STOW (3OS) transport system & Travel Safety Lock	550	\$ -
<b>SECTION 3 - Choose a Cutter Head</b>				
<b>ROTARY</b>				
1	RT50D	50" Rotary head with Disc & Hydraulic Door	815	inc.in Base \$ -
	RT50B	50" Rotary Head with Blade Bar & Hydraulic Door	740	\$ -
	RT60B	60" Rotary Head with Blade Bar & Hydraulic Door	840	\$ -
	RT60B-SW	60" Rotary Swivel Head, Blade Bar & Hyd Door <b>(BB-22 &amp; BB-24 T IV Mount Only)</b>	950	\$ -
	RT60DGD	60" Rotary Head with Disc & Hydraulic Door - (Grass Knives ONLY. Not Available for the BB-24 Boom mower)	915	\$ -
<b>FLAIL</b>				
	FL50LBG	50" Flail Head with Light Brush/Grass Knives	800	\$ -
	FL50MBG	50" Flail Head with Medium Brush/Grass Knives	808	\$ -
	FL50HDB	50" Flail Head with Heavy Duty Brush Knives	815	\$ -
	FL63G	63" Flail Head with Grass Knives	855	\$ -
<b>SECTION 4 - Choose a Hydraulic Controls Options</b>				
	CBL	Cable Controls and Lift Valve Kit	78	\$ -
1	JSTK	Joystick, Electro-hydraulic and Valve Kit	80	\$ 5,586.20
<b>SECTION 5 - Installation Charge</b>				
1	Factory Mnt	Installation of complete boom mower system at factory		\$ 4,760.00 ✓
	Field Mnt	Installation of complete boom mower system by Dealer		\$ -
<b>SECTION 6 - BOOM MOWER OPTIONS</b>				
		Wheel Weight - up charge 500 lbs to 1300 lbs of counter balance.	900	\$ -
		Wheel Weight - up charge 1300 lbs to 1700 lbs of counter balance.	400	\$ -
		Wheel Weight - upcharge 1700 lbs to 2550 lbs of counter balance.	850	\$ -
		Rotary Head to Flail Head Dogleg Linkage Kit	13	\$ -
		Flail Head to Rotary Head Dogleg Linkage Kit	13	\$ -
	06744040	50"/60" Rotary Blade Bar/Disc Parts Kit (knives,bolts,nuts,filter,grease) <b>BRUSH</b>	36	\$ -
	06744041	50" Rotary Disc Parts Kit (knives,bolts,nuts,filter,grease) <b>GRASS</b>	39	\$ -
	06744041	60" Rotary Disc Parts Kit (knives,bolts,nuts,filter,grease) <b>GRASS</b>	39	\$ -
	06744005	50" Flail Parts Kit (knives,bolts,nuts,filter,clevis,belts) <b>LBG FLAIL</b>	32	\$ -
	06744043	50" Flail Parts Kit (knives,bolts,nuts,filter,clevis,belts) <b>MBG FLAIL</b>	58	\$ -
	06744044	50" Flail Parts Kit (knives,bolts,nuts,filter,clevis,belts) <b>HDB FLAIL</b>	55	\$ -
	06744006	63" Flail Parts Kit (knives,bolts,nuts,filter,clevis,belts) <b>GRASS</b>	44	\$ -
	06200210	Paint, non-standard		\$ -
<b>ADDITIONAL OPTIONS FROM PRICE LIST</b>				
1	UNIT WILL BE SHIPPED TO TIGER FOR INSTALLATION AND WILL HAVE NOKIAN TIRES JON EVERTS TO REFERENCE 2947566 FOR BUILD CODES TO MATCH UNITS FROM 2013			\$ -
<b>Totals</b>				
				<b>\$ 46,925.20</b>

TRACTOR INFORMATION REQUIRED:		Transmission	16X16 PWR/QD
Make/Model:	JD 6125M	Cab Type	PLUS
Tire size	13.6X24	2WD or MFWD	4WD
	18.4X34	Front	
		Rear	

**Amy Robbins - Re: TIGER QUOTE**

---

**From:** Chad Johnson <cjohnson@tigerowers.com>  
**To:** Amy Robbins <arobbins@boonecountymo.org>  
**Date:** 1/13/2014 1:08 PM  
**Subject:** Re: TIGER QUOTE

---

Sorry Amy same price for 2 units..just multiply

Sent from my iPhone

On Jan 13, 2014, at 12:48 PM, "Amy Robbins" <arobbins@boonecountymo.org> wrote:

Hi Chad - Since we plan to purchase 2 of these mowers, is the price any lower if you quote 2, or should I just multiply the numbers here by 2 to get our actual cost?

Thanks!  
Amy

Amy Robbins  
Senior Buyer  
Boone County Purchasing  
613 E. Ash St. Room 109  
Columbia, MO 65201  
Phone 573-886-4392  
Fax 573-886-4390  
Email: [arobbins@boonecountymo.org](mailto:arobbins@boonecountymo.org)

Check out our web page at: [www.ShowMeBoone.com](http://www.ShowMeBoone.com)

>>> "Chad Johnson" <cjohnson@tigerowers.com> 1/10/2014 2:31 PM >>>  
Greg,

Here is the quote I promised you. This is the exact same unit like you purchased last year. Under the MO state contract.  
Let me know if you need anything else. I would recommending getting the order in asap since are mount shop is rapidly filling up.

Wow only a difference of \$71.50 more than last years price....I'm selling this stuff way to cheap!!!!

Call me if you need me



**Missouri Department of Transportation  
2013 RENEWAL Bid Tabulation of Request 3-121024RJ Mowers**

**Item #1 - Slope Mower**

<u>Vendor</u>	<u>Make/Model</u>	<u>Base Price</u>	<u>Option 1</u>	<u>Delivery ARO</u>
Alamo Industrial	Alamo Traxx RF	\$78,665.00	NA	90-120
Tiger Corporation	Tiger Proxler	\$65,822.00	2.5% of Net Price for One Year or 5.0% of Net Price for Two Years/\$250.00 deductible per incident	15 days

**Item #2 - 60" (5 Foot) Right Side Mount Rotary Mower**

<u>Vendor</u>	<u>Make/Model</u>	<u>#2a First Price</u>	<u>#2b Second Price</u>	<u>Option 1</u>	<u>Delivery ARO</u>
Tiger Corporation	TM-60EDH	\$18,290.70	\$21,886.20	2.5% of NET/\$250 deductible	45 days
Motrim, Inc.	LMS-SR	\$14,300.00	\$16,500.00	\$1000/For 1 year	60-90 days
Alamo Industrial	Alamo Versa Rotary 60"	\$23,741.00	\$26,736.00	\$3,982.00	90-120 days
Diamond Mowers	DSR060-C0	\$16,870.00	\$19,939.00	\$1,181.00	60-90 days

**Item #3 - 60" (5 Foot) Right Side Mount Rotary Mower with Double Deck Design**

<u>Vendor</u>	<u>Make/Model</u>	<u>#3a First Price</u>	<u>#3b Second Price</u>	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>	<u>Delivery ARO</u>
Tiger Corporation	TSR-60 EDH	\$18,488.00	\$22,081.50	2.5% of NET/\$250 deductible	\$2,179.80	\$2,254.50	45 days

**Item #4 - 72" (6 Foot) Right Side Mount Rotary Mower**

<u>Vendor</u>	<u>Make/Model</u>	<u>#4a First Price</u>	<u>#4b Second Price</u>	<u>Option 1</u>	<u>Delivery ARO</u>
Tiger Corporation	TM-72EDH	\$18,584.10	\$22,179.80	2.5% of NET/\$250 deductible	45 days
Alamo Industrial	Alamo Versa Rotary 72"	\$25,409.00	\$27,136.00	\$3,982.00	90-120 days
Diamond Mowers	DSR072-C0	\$17,420.00	\$20,447.00	\$1,219.00	60-90 days

**Item #5 - 60" Rear Boom Right Side Mount Rotary Mower**

<u>Vendor</u>	<u>Make/Model</u>	<u>#5a First Price</u>	<u>#5b Second Price</u>	<u>Option 1</u>	<u>Delivery ARO</u>
Diamond Mowers	RBM-C-T (50" head)	\$24,966.00	\$25,476.00	\$1,706.00	60-90 DAYS
S & H Farm Supply	Bushhog SM60	\$6,309.00	No Bid	No Bid	30-45 days
Tiger Corporation	RBM-16	\$22,300.00	\$23,142.00	2.5% of Net/\$250 deductible	45-120 days
Alamo Industrial	Alamo Exten-A-Kut	\$13,912.00	\$13,912.00	\$1,593.00	90-120 days

**Item #6 - 60" (5 Foot) Right Side Flail Mower**

<u>Vendor</u>	<u>Make/Model</u>	<u>#6a First Price</u>	<u>#6b Second Price</u>	<u>Option 1</u>	<u>Option 2</u>	<u>Delivery ARO</u>
Motrim, Inc.	CSH-60F	\$14,900.00	\$16,500.00	No Charge	\$1000/For 1 year 2.5% of Net/\$250 deductible	60-90 days
Tiger Corporation	TSF-63SD	\$14,278.30	\$17,874.05	No Charge	deductible	45 days
Diamond Mowers, Inc.	DSF060-C	\$17,079.00	\$20,233.00	No Charge	\$1,148.00	60-90 DAYS
Alamo Industrial	Alamo Versa Flail 60"	\$23,016.00	\$34,236.00	NA	\$3,982.00	90-120 days



Missouri Department of Transportation  
2013 RENEWAL Bid Tabulation of Request 3-121024RJ Mowers

Item #	Description	Vendor	Make/Model	Est Price #7a	Second Price #7b	Option 1	Option 2	Delivery ARO			
Item #7 - 72" (6 Foot) Right Side Flail Mower		Motrim, Inc.	CSM-74F	\$15,900.00	\$17,500.00	No Charge	\$1000/For 1 year	60-90 days			
		Tiger Corporation	TSP-75SD	\$14,450.50	\$17,854.25	No Charge	deductible	45 days			
		Diamond Mowers, Inc.	DSF075-C	\$17,425.00	\$20,579.00	No Charge	\$1,148.00	60-90 days			
		Alamo Industrial	Alamo Versa Flail 72	\$23,458.00	\$34,676.00	NA	\$3,982.00	90-120 days			
Item #8 - Six-Foot Rotary Mower		Vendor	Make/Model	Base Price	Option 1	Delivery ARO					
		Hall Manufacturing	Bush-Whacker 7210	\$2,514.75	NA	30-45 days					
		Tiger Corporation	Trail Kall TK-6	\$3,217.50	deductible	45 days					
		Alamo Industrial	RX-72 Lift Type Rotary	\$4,460.00	\$1,593.00	90 days					
Item #9 - Seven-Foot Rotary Mower		Vendor	Make/Model	Base Price	Option 1	Delivery ARO					
		Hall Manufacturing	Bush-Whacker 8410	\$2,934.75	NA	30-45 days					
		Tiger Corporation	Trail Kall TK-7	\$3,757.50	deductible	45 days					
		Alamo Industrial	RX 84 Lift Type Rotary	\$5,288.00	\$1,593.00	90 days					
Item #10 - Eight-Foot Rotary Mower		Vendor	Make/Model	Base Price	Option 1	Delivery ARO					
		Hall Manufacturing	Bush-Whacker T-104	\$4,194.75	NA	30-45 days					
		Alamo Industrial	RX 98 Lift Type Rotary	\$7,489.00	\$1,593.00	90-110 days					
Item #11 - Fifteen-Foot, Three Section Rotary Mower		Vendor	Make/Model	Base Price	Option 1	Option 2	Option 3	Option 4	Delivery ARO		
		Hall Manufacturing	Bush-Whacker T-180	\$11,290.13	\$820.00	\$754.11	\$1,500.00	NA	30-45 days		
		Tiger Corporation	Trail Kall TK-15	\$15,882.50	\$211.50	NA	deductible	45-90 days			
		John Deere & Company	CX15 Spring Suspension	\$15,714.00	included	\$1,403.84	NA	60-90 days			
		S&H Farm Supply	Woods BW180XK-DRW	\$45.00	NA	No Bid	No Bid	30-45 days			
		Alamo Industrial	Alamo Eagle 15	\$22,028.00	included	NA	NC	90-100 days			
		Diamond Mowers	DFW180-C	\$24,878.00	\$1,875.00	STD	NA	60-90 days			
Item #12 - 5' Cutterbar (Sicklebar) - Hydraulic		Vendor	Make/Model	Base Price	Option 1	Option 2	Option 3	Option 4	Delivery ARO		
		Alamo Industrial	Alamo Switchblade 5'	\$14,793.00	\$2,730.00	\$1,930.00	\$1,930.00	90 days			
Item #13 - 6' Cutterbar (Sicklebar) - Hydraulic		Vendor	Make/Model	Base Price	Option 1	Option 2	Option 3	Option 4	Delivery ARO		
		Alamo Industrial	Alamo Switchblade 6'	\$15,034.00	\$2,730.00	\$1,930.00	\$1,930.00	90 days			
Item #14 - Mid-Mount Boom Mower - 20' Reach		Vendor	Make/Model	Base Price - #14a	Base Price - #14b	Base Price - #14c	Option 1	Option 2	Option 3	Option 4	Delivery ARO
		Motrim Inc.	LMT-20A	\$21,500.00	\$19,500.00	\$19,500.00	\$2,300.00	\$1,200.00	\$1500/For 1 year	80-90 days	
		Tiger Corporation	MTS-20	\$19,500.00	\$19,500.00	\$19,500.00	\$2,300.00	\$1,200.00	\$1500/For 1 year	60-90 days	
		Alamo Industrial	SS-LX-22	\$25,607.95	\$26,995.15	\$27,743.15	\$4,760.00	\$3,982.00	deductible	45 days	
		Alamo Industrial	Alamo 22' Samura!	\$41,582.00	\$42,175.00	\$42,175.00	\$7,728.00	\$3,982.00	deductible	90-110 days	
		Alamo Industrial	KB 2200	No Bid	\$52,702.00	\$52,702.00	\$5,470.00	\$3,373.00	90-120 days		
		Diamond Mowers	DBM-C-A	\$28,905.00	\$29,436.00	\$30,793.00	\$3,027.00	\$2,023.00	60-90 days		





Missouri Department of Transportation  
 RENEWAL Bid Tabulation of Request 3-121024RJ Mowers

Item #	Vendor	Make/Model	50" Rotary Base Price - #15c	50" Rotary Base Price - #15b	50" HD Elliptical Base Price - #15c	Option 1	Option 2	Option 3	Delivery
Item #15 - Mid-Mount Boom Mower - 25' Reach	Mohlin Inc.	M.TS-25	\$23,500.00	\$23,500.00	\$23,500.00	\$2,300.00	\$1,200.00	\$1,500 for 1 yr.	60-90 days
	Tiger Corporation	BB-24	\$34,130.00	\$35,615.55	\$4,780.00	\$4,780.00	Included (1700 lbs)	deductible	45 days
	Alamo Industrial Diamond Mowers	DM-C-A	\$43,478.00	\$42,071.00	\$42,229.00	\$7,728.00	Included		90-110 days
Item #16 - Schulte XH1500 15' Cut Three Section Rotary Mower	Alamo Industrial	DM-C-A	\$40,342.00	\$40,872.00	\$42,229.00	\$5,407.00	Included		60-90 days
	Mohlin Inc.	M.TS-25	\$23,500.00	\$23,500.00	\$23,500.00	\$2,300.00	\$1,200.00	\$1,500 for 1 yr.	60-90 days
	Tiger Corporation	BB-24	\$34,130.00	\$35,615.55	\$4,780.00	\$4,780.00	Included (1700 lbs)	deductible	45 days
Item #17 - 6' Rear Mount, Double Deck Design Rotary Mower	Hall Manufacturing	Bush-Whacker ST-7210	\$2,178.75	NA	NA	30-45 days	Option 1	ARQ	30-45 days
	John Deere & Company	MX6	\$2,499.78	\$2,499.78	No Bid	60-90 days	Option 1	ARQ	60-90 days
	Alamo Industrial	RX 72 Lift Type Rotary Mower	\$4,630.00	\$5,130.00	\$1,593.00	90-120 days	Option 1	ARQ	90-120 days
Item #18 - 7' Rear Mount, Double Deck Design Rotary Mower	Hall Manufacturing	Bush-Whacker ST-8410	\$2,651.25	NA	NA	30-45 days	Option 1	ARQ	30-45 days
	John Deere & Company	John Deere MX7	\$3,265.08	\$3,265.08	No Bid	60-90 days	Option 1	ARQ	60-90 days
	Hall Manufacturing	Bush-Whacker ST-104	\$4,140.86	NA	(\$100.00)	30-45 days	Option 1	ARQ	30-45 days
Item #19 - 8' Rear Mount, Double Deck Design Rotary Mower	Hall Manufacturing	Bush-Whacker ST-104	\$4,140.86	NA	(\$100.00)	30-45 days	Option 2	ARQ	30-45 days
	John Deere & Company	John Deere MX6	\$5,694.04	\$5,694.04	(\$1,268.96)	60-90 days	Option 2	ARQ	60-90 days
	John Deere & Company	John Deere HX10	\$7,577.32	\$7,577.32	(\$548.72)	60-90 days	Option 3	ARQ	60-90 days
Item #20 -126" Rear Mount, Double Deck Design Rotary Mower	Hall Manufacturing	Bush-Whacker ST-180	\$11,019.75	NA	NA	30-45 days	Option 2	ARQ	30-45 days
	John Deere & Company	John Deere CX15 540RPM	\$16,537.84	\$16,537.84	(\$150.00)	60-90 days	Option 2	ARQ	60-90 days
	John Deere & Company	John Deere CX15 1000RPM	\$16,537.84	\$16,537.84	(\$150.56)	60-90 days	Option 3	ARQ	60-90 days
Item #21 -180" Rear Mount, Double Deck Design Rotary Mower	Hall Manufacturing	Bush-Whacker ST-180	\$11,019.75	NA	NA	30-45 days	Option 2	ARQ	30-45 days
	John Deere & Company	John Deere CX15 540RPM	\$16,537.84	\$16,537.84	(\$150.56)	60-90 days	Option 2	ARQ	60-90 days
	John Deere & Company	John Deere CX15 1000RPM	\$16,537.84	\$16,537.84	(\$150.56)	60-90 days	Option 3	ARQ	60-90 days
Item #20 -126" Rear Mount, Double Deck Design Rotary Mower	Hall Manufacturing	Bush-Whacker ST-104	\$4,140.86	NA	(\$100.00)	30-45 days	Option 3	ARQ	30-45 days
	John Deere & Company	John Deere MX6	\$5,694.04	\$5,694.04	(\$1,268.96)	60-90 days	Option 3	ARQ	60-90 days
	John Deere & Company	John Deere HX10	\$7,577.32	\$7,577.32	(\$548.72)	60-90 days	Option 4	ARQ	60-90 days
Item #21 -180" Rear Mount, Double Deck Design Rotary Mower	Hall Manufacturing	Bush-Whacker ST-180	\$11,019.75	NA	NA	30-45 days	Option 3	ARQ	30-45 days
	John Deere & Company	John Deere CX15 540RPM	\$16,537.84	\$16,537.84	(\$150.56)	60-90 days	Option 3	ARQ	60-90 days
	John Deere & Company	John Deere CX15 1000RPM	\$16,537.84	\$16,537.84	(\$150.56)	60-90 days	Option 4	ARQ	60-90 days

Delivery



Missouri Department of Transportation  
2013 RENEWAL Bid Tabulation of Request 3-121024RJ Mowers

**Item #22 - 240" Rear Mount, Double Deck Design Rotary Mower**

Vendor	Make/Model	#22a First Price	#22b Second Price	Option 1	Option 2	Delivery ARO
John Deere & Company	John Deere CX20	\$24,446.40	\$24,446.40	NA	No Bid	60-90 days
S&H Farm Supply	Woods BW2400GRW	\$23,800.00	No Bid	\$0.00	No Bid	30-45 days
	Schuller FX-520	\$30,050.00	No Bid	NA	No Bid	30-60 days

**Item #23 - 22.5' Extreme Duty Triple Gang Flail Mower**

Vendor	Make/Model	Base Price	Option 1	Mounting	Delivery ARO
Mohr Inc.	CSA-21 w/ 80 Wing Cutters & w/ 102" Rear Cutter	\$35,500.00	\$1,500 for 1 yr.		60-90 days
Tiger Corporation	T3F-282C	\$42,494.05	2.5% of Net		45 days
Diamond Mowers	DTF282-C	\$44,776.00	\$3,513.00	\$5,407.00	80-90 days
Alamo Industrial	Alamo Interstiler 20' - 9" (unmounted)	\$50,217.00	\$7,276.00	\$6,286.00	90-120 days

**Item #24 - 15', 3-Section Flex-Wing Rotary Mower**

Vendor	Make/Model	Base Price	Option 1	Delivery ARO
Alamo Industrial	Alamo Falcon 15	\$29,812.00	\$3,982.00	90-120 days
Diamond Mowers	DFH180-C	\$36,674.00	\$28,335.00	60-90 days



Missouri Department of Transportation  
2013 Renewal Bid Tabulation of Request 3-121024RJ - Mowers - All Types

**VENDOR INFORMATION**

**Name:** Tiger Corporation  
**Contact name:** Chad Johnson  
**Address Line:** 3301 N. Louise Avenue  
**Address Line:** Sioux Falls, SD 57107  
**Telephone #:** 800-843-6849  
**Email:** [cjohnson@tiger-mowers.com](mailto:cjohnson@tiger-mowers.com)

**MSRP Discount** NA  
**Coop Procurement** Yes

**Name:** Alamo Sales Corporation  
**Contact name:** Ian Burden  
**Address Line:** 1502 E. Walnut St.  
**Address Line:** Seguin, TX 78155  
**Telephone #:** 800-882-5762  
**Email:** [bids@alamo-group.com](mailto:bids@alamo-group.com)

**MSRP Discount (Alamo's Parts Price Book)** 10%  
**MSRP Discount (Alamo's Universal Price Book)** 20%  
**MSRP Discount (Alamo's Hydro Select Price Book)** 15%  
**MSRP Discount (Traxx RF, Remote Control Flail)** 6%  
**Coop Procurement** Yes

**Name:** Motrim Inc.  
**Contact name:** Tom Brill  
**Address Line:** P.O. Box 850  
  
**Address Line:** Cambridge, OH 43725  
**Telephone #:** 740-439-2725  
**Email:** [tombill@motrim.net](mailto:tombill@motrim.net)

**MSRP Discount** 10%  
**Coop Procurement** Yes

**Name:** Hall Manufacturing , Inc.  
**Contact name:** Andy Capel  
**Address Line:** P.O. Box 5638, 3706 E. Washington Ave.  
**Address Line:** North Little Rock, AR 72119  
**Telephone #:** 501-945-7550  
**Email:** [rhall@bush-whacker.com](mailto:rhall@bush-whacker.com)

**MSRP Discount** 30%  
**Coop Procurement** Yes

**Name:** Terrain King  
**Contact name:** Ian Burden  
**Address Line:** 1502 E. Walnut  
**Address Line:** Seguin, TX 78155  
**Telephone #:** 800-882-5762  
**Email:** [bids@alamo-group.com](mailto:bids@alamo-group.com)

**MSRP Discount (Terrain King Parts Price Book)** 10%  
**MSRP Discount (Terrain King Hydraulics Line)** 17%  
**Coop Procurement** Yes

**Name:** John Deere & Company  
**Contact name:** Tamara Hebert  
**Address Line:** 2000 John Deere Run  
**Address Line:** Cary, NC 27513  
**Telephone #:** 800-358-5010, ext. 2313  
**Email:** [GNSBids@JohnDeere.com](mailto:GNSBids@JohnDeere.com)

**MSRP Discount** 24%  
**Coop Procurement** Yes

**Name:** S & H Farm Supply  
**Contact name:** Chris A. LaGrange  
**Address Line:** 6959 E. US Hwy 60  
**Address Line:** Rogersville, MO 65742  
**Telephone #:** 417-865-5252  
**Email:** [chris.lagrang@shfarmsupply.com](mailto:chris.lagrang@shfarmsupply.com)

<b>MSRP Discount (Schulte)</b>	<b>30%</b>
<b>MSRP Discount (Bushhog)</b>	<b>25%</b>
<b>Coop Procurement</b>	<b>Yes</b>

**Name:** Diamond Mowers, Inc.  
**Contact name:** Bill Doyle  
**Address Line:** 27134 Parklane Dr.  
**Address Line:** Sioux Falls, SD 57106  
**Telephone #:** 605-368-5865  
**Email:** [tim@diamondmowers.com](mailto:tim@diamondmowers.com)

<b>MSRP Discount</b>	<b>20%</b>
<b>Coop Procurement</b>	<b>Yes</b>

**Missouri Department of Transportation  
2013 Renewal Bid Tabulation of Request 3-121024RJ - Mowers - Options**

**Item # 1 Options**

1) Extended Warranty

**Item # 2 Options**

1) Extended Warranty

**Item # 3 Options**

1) Extended Warranty

**Item # 4 Options**

1) Extended Warranty

**Item # 5 Options**

1) Extended Warranty

**Item # 6 Options**

1) Smooth knives

2) Extended Warranty

**Item # 7 Options**

1) Smooth knives

2) Extended Warranty

**Item # 8 Options**

1) Extended Warranty

**Item # 9 Options**

1) Extended Warranty

**Item # 10 Options**

1) Extended Warranty

**Item # 11 Options**

1) Pneumatic aircraft take off tires, minimum 18 ply with new rib retread cap (in lieu of laminated tires)  
2) Main deck suspension shall be a walking beam type rear tire suspension. It will be designed to reduce scalping when entering approaches and to keep the mower deck from excess wear from dropping into ruts. The walking axles will be positioned as far forward as possible to best control cutter height over uneven grounds. The walking beam is limited in oscillation so that one wheel would be on high ground most of the time (in lieu of the standard wheel design that was specified).

3) Bondioli driveline components to include driveshafts, clutches and gear boxes (in lieu of the driveline components in the specification). Three-year warranty.

4) Extended Warranty

5) Hydraulic batwing option (In order to add this option the following items need to be included:

a) The addition of hydraulic motors and hoses in lieu of gear boxes and drive shafts on the top of the deck,

b) The addition of a speed increaser, and

c) An independent hydraulic reservoir and independent hydraulic system will be need to be added.

(No tractor hydraulics will be utilized.)

1) Mounting/delivery price on a provided agricultural tractor

2) Extended Warranty

1) Mounting/delivery price on a provided agricultural tractor

**Item # 12 Options**

**Item # 13 Options**

- Item # 14 Options**
- 2) Extended Warranty
  - 1) Mounting/delivery price on a provided agricultural tractor
  - 2) Left side counter weight
  - 3) Extended Warranty

- Item # 15 Options**
- 1) Mounting/delivery price on a provided agricultural tractor
  - 2) Left side counter weight
  - 3) Extended Warranty

Item was not renewed. Item was rebid as RFB 3-13-920TV 15' HD Mowers.

- Item # 16 Options**
- 1) Extended Warranty

- Item # 17 Options**
- 1) Extended Warranty

- Item # 18 Options**
- 1) Lift type hitch (Deduct)

- Item # 19 Options**
- 2) Pull type hitch (Deduct)

- 3) Puncture proof laminate tires (Deduct)

- 4) Extended Warranty

- 1) Lift type hitch (Deduct)

- 2) Pull type hitch (Deduct)

- 3) Puncture proof laminate tires (Deduct)

- 4) Extended Warranty

- 1) Dual Cutting Blades

- 2) Puncture proof laminate tires

- 3) Extended Warranty

- 1) Puncture proof laminate tires

- 2) Extended Warranty

- 1) Extended Warranty

- 1) Extended Warranty

**Item # 20 Options**

**Item # 21 Options**

**Item # 22 Options**

**Item # 23 Options**

**Item # 24 Options**

### Search Results

**Current Search Terms: Tiger\* corporation\***

**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 v1.1425.20131220-1428

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



Capital

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : January 14, 2014

FIXED ASSET TAG NUMBER: 17011

DESCRIPTION: Tiger TRB-50 Boom Mower Section (Mounted to Equip. ID # 3748; FA# 13175)

REQUESTED MEANS OF DISPOSAL: Sell

OTHER INFORMATION: Serial Number: TB-6465

CONDITION OF ASSET: Fair.

REASON FOR DISPOSITION: Tractor that unit is mounted to is no longer in service and is to be replaced 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



**RECEIVED**

DEC 19 2013

**BOONE COUNTY AUDITOR**

**AUDITOR**

ORIGINAL PURCHASE DATE 11/13/2009

RECEIPT INTO 2040-3835 AM

ORIGINAL COST \$ 31,001.10

GRANT FUNDED (Y/N) \_\_\_\_\_

ORIGINAL FUNDING SOURCE 2741

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

ASSET GROUP 1604

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 73-2014

DATE APPROVED 2-20-14

SIGNATURE 



capra

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : January 3, 2014

FIXED ASSET TAG NUMBER: 15158

DESCRIPTION: 2005 John Deere 6420 Tractor Boom Mower (Equip. ID # 3757)

REQUESTED MEANS OF DISPOSAL: Sell

**RECEIVED**

OTHER INFORMATION: Serial Number: L06420H455897; Hours: 9855

DEC 19 2013

CONDITION OF ASSET: Fair.

**BOONE COUNTY AUDITOR**

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 [Signature]

**AUDITOR**

ORIGINAL PURCHASE DATE 9/22/2005

RECEIPT INTO 2040 -3835 Am

ORIGINAL COST \$116990.87

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 73-2014

DATE APPROVED 2-20-14

SIGNATURE [Signature]

*inpara*

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : January 3, 2014

FIXED ASSET TAG NUMBER: 13175

DESCRIPTION: 2001 John Deere 7210 Tractor Boom Mower (Equip. ID # 3748)

REQUESTED MEANS OF DISPOSAL: Sell

OTHER INFORMATION: Serial Number: RW7210M059328; Hours: 11,675

CONDITION OF ASSET: Poor - rear end/transmission problems.

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 *[Signature]*

**RECEIVED**  
DEC 19 2013  
**BOONE COUNTY AUDITOR**

**AUDITOR**

ORIGINAL PURCHASE DATE 11/7/2001

RECEIPT INTO 2040-3835 *[Signature]*

ORIGINAL COST \$ 120,622.00

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 73-2014

DATE APPROVED 2-20-14

SIGNATURE *[Signature]*



12/26/13

REQUEST  
DATE

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

< \$6,000  
~~\_\_\_\_\_~~

John Deere Company

VENDOR NO.

VENDOR NAME

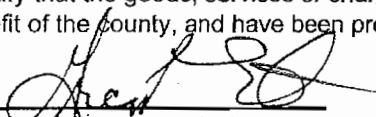
BID NUMBER

Ship to Department # 2040

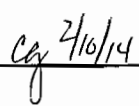
Bill to Department # 2040

Department	Account	Item Description	Qty	Unit Price	Amount
2040	92300	PowerGard Protection Service Plan	2	2538.00	\$5,076.00
		(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
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
GRAND TOTAL:					5,076.00

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

  
2/10/14

1/13/14

**REQUEST  
DATE**

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI



13738

**VENDOR NO.**

Tiger Corporation

**VENDOR NAME**

3-121024RJ

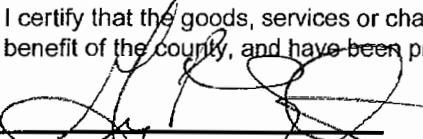
**BID NUMBER**

Ship to Department # 2040

Bill to Department # 2040

Department	Account	Item Description	Qty	Unit Price	Amount
2040	92300	Bengal Series BB-24 Boom Mower	2	46925.20	\$93,850.40
		(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
					\$0.00
					\$0.00
GRAND TOTAL:					93,850.40

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**

# 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 20th day of February 20 14

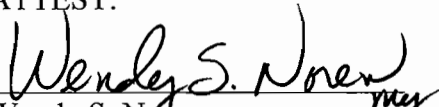
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the utilization of the City of Columbia Cooperative Contract MM64 for Gas and Diesel Fuel with Brownfield Oil Company, Inc. of Moberly, MO. This is a Term & Supply contract and is in effect through December 31, 2014 and has four, one year renewals.

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.

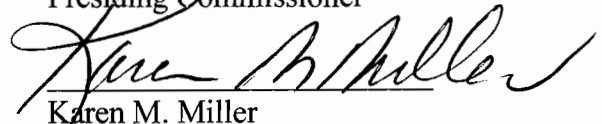
Done this 20th day of February, 2014.

ATTEST:

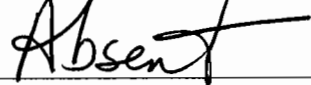
  
Wendy S. Noren  
Clerk of the County Commission

  
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, Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: February 11, 2014  
RE: Cooperative Contract – MM64 – Gasoline and Diesel Fuel

Purchasing requests permission to utilize the City of Columbia cooperative contract MM64 for Gasoline and Diesel Fuel with Brownfield Oil Company, Inc. of Moberly, Missouri. This contract is in effect through December 31, 2014 and has four, one-year renewals. This is a term and supply contract. Invoices will be paid from department 2040 – PW – Maintenance Operations, account 59000 – Motor Fuel / Gasoline. \$543,352 remains in the account at this time.

ATT Bid Tab

cc: Contract File  
Greg Edington / Margaret Green, Public Works

CITY OF COLUMBIA, MO  
 REQUEST FOR QUOTATION MM64  
 Subject: Gasoline & Diesel Fuel T&S  
 Dept/Div:  
 Date Opened: 1/2/14

TABULATION OF BIDS

	Wallis Oil Co., Inc.	Brownfield Oil Co.	MFA Oil	Mansfield	Petroleum Traders Corporation	
Quote <del>is</del> <del>marked</del> over daily OPIS for each product. Do not include taxes.						
1	No. 2 Ultra Low Sulfur Distillate, net cost before taxes, transport load, minimum 7000 gallons.	\$0.02	\$0.005	\$0.0196	\$0.0096	\$0.0051
2	No. 2 ULS Distillate, net cost before taxes, tank truck load, minimum 1500 gallons.	No Bid	\$0.039	\$0.050	No Bid	\$0.0345
3	No. 2 ULS Distillate, net cost before taxes, less than tank truck load.	No Bid	\$0.069	\$0.080	No Bid	\$0.1200
4	No. 1 ULS Distillate, net cost before taxes, transport load, minimum 7000 gallons.	\$0.07	\$0.005	\$0.0196	-\$0.0194	\$0.0051
5	No. 1 ULS Distillate, net cost before taxes, tank truck load, minimum 1500 gallons.	No Bid	\$0.039	\$0.050	No Bid	\$0.0345
6	No. 1 ULS Distillate, net cost before taxes, less than tank truck load.	No Bid	\$0.069	\$0.080	No Bid	\$0.1200
7	No. 2 ULS RED Distillate, net cost before taxes, transport load, minimum 7000 gallons.	\$0.025	\$0.005	\$0.0196	\$0.0046	\$0.0051
8	No. 2 ULS RED Distillate, net cost before taxes, tank truck load, minimum 1500 gallons.	No Bid	\$0.039	\$0.050	No Bid	\$0.0345
9	No. 2 ULS RED Distillate, net cost before taxes, less than tank truck load.	No Bid	\$0.069	\$0.080	No Bid	\$0.1200
10	Unleaded gasoline, net cost before taxes, transport load, minimum 7000 gallons.	\$0.055	\$0.005	\$0.0196	\$0.0053	\$0.0169
11	Unleaded gasoline, net cost before taxes, tank truck load, minimum 1500 gallons.	No Bid	\$0.039	\$0.050	No Bid	\$0.0323
12	Unleaded gasoline, net cost before taxes, less than tank truck load.	No Bid	\$0.069	\$0.080	No Bid	\$0.1500
13	Unleaded gasoline containing 10% Ethanol, net cost before taxes, transport load, minimum 7000 gallons.	0.055	\$0.005	\$0.0196	\$0.0133	-\$0.0158
14	Unleaded gasoline containing 10% Ethanol, net cost before taxes, tank truck load, minimum 1500 gallons.	No Bid	\$0.039	\$0.050	No Bid	\$0.0244
15	Unleaded gasoline containing 10% Ethanol, net cost before taxes, less than tank truck load.	No Bid	\$0.069	\$0.080	No Bid	\$0.1500
16	Cost per gallon for an additive for the summer and winter months (in lieu of mixing #1 and #2 diesel.)	\$0.015 - Summer \$0.025 - Winter	\$0.017 Power Service Diesel Fuel Supplement Antigel & Celane Boost (see attached) This is a "Premium" additive	\$0.017 - Generic terminal \$0.025 - MFA Oil Boss Premium Additive	No Bid **See attached sheet for taxes and fees** Innospec LFH1400 or Equivalent	\$0.0250
	State Product Name for additive quoted:	Valvetech	CFI - Cold flow improver			Schaeffer



TABULATION OF BIDS

CITY OF COLUMBIA, MO  
 REQUEST FOR QUOTATION MM64  
 Subject: Gasoline & Diesel Fuel T&S  
 Dept/Div:  
 Date Opened: 1/27/14

	Wallis Oil Co., Inc.	Brownfield Oil Co.	MFA Oil	Mansfield	Petroleum Traders Corporation
17	<p>BIO DIESEL: Bidders shall quote what additional cost per gallon, in the various percentages up to and including 20%, would be added to the Ultra Low Sulfur Distillate fuel product markup price and include as an attachment to this pricing section in your bid response.</p> <p>** City of Columbia, and possibly other participating entities, requires delivery of bio diesel year-round. Bidder shall indicate whether this service will be provided as part of this contract and what resources are available to them to assure consistent delivery.</p>	<p>Yes, bio diesel is available year round. We inventory bio diesel at numerous locations.</p> <p>Price will be actual cost plus \$0.06 for B2 only as available in Columbia</p>	<p>Bio diesel available year round. Quality standards of certified B09000 virgin soy oil. See attached.</p>	<p>Yes</p>	<p>We can provide this service as part of this contract. We have a supplier of B99 in Jefferson City, MO that will be able to supply us with any blend requested. B2 - add'l \$0.0650/gal., B8 - add'l \$0.0600/gal., B10 - add'l \$0.0750/gal., B20 - add'l \$0.1250/gal.</p>
18	<p>Bidders shall describe their policy for credit on contaminated fuel deliveries. (IE- if a contaminated delivery of fuel must be removed from a tank where there is already existing fuel), how will the entity be credited for the existing fuel that had to be removed along with the Contaminated?</p>	<p>Wallis Oil will verify contamination and replace product. Charges may be assessed once source of contamination is determined.</p> <p>Credit will be given for all contaminated fuel that is removed at the price paid.</p>	<p>MFA Oil guarantees our fuel, we will pump out and replace contaminated fuel at no charge. All parties have full access to MFA Oil testing laboratory at no charge.</p>	<p>Mansfield will clean the tank, then replace the fuel.</p>	<p>If the contamination was due to our error, we would remove the contaminated material and replace all of it at our expense. We would not credit anything on invoices, just replace in full.</p>
19	<p>The Mid-Missouri Public Purchasing Cooperative wishes to consider purchasing fuel futures during peak periods as a way of stabilizing fuel prices for those periods. Bidders should indicate whether they are able to provide this option and if so, include as an attachment to their bid response that explains in detail how this process would work for the Cooperative. Each Cooperative entity member should have the unilateral right to exercise this option during their peak use periods. Include in the narrative any minimum fuel commitment quantities, the length of time each fuel future purchase could be made, how escalation and de-escalation of fuel prices would impact the members' fuel charges during the purchase period and any other pertinent information that would affect the Cooperative's use of this option.</p>	<p>Yes, see attached.</p>	<p>See attached.</p>	<p>**See Attachment**</p>	<p>**See attached Forward Purchase Agreement Process</p> <p>**We will not participate in any remote monitoring of tanks for automatic delivery for this bid.</p>

**PURCHASE AGREEMENT  
FOR  
GASOLINE AND DIESEL FUEL TERM AND SUPPLY**

**THIS AGREEMENT** dated the 20<sup>th</sup> 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 **Brownfield Oil Company, Inc.**, herein, "Contractor."

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


1. **Contract Documents** - This agreement shall consist of this agreement for Gasoline and Diesel Fuel Term and Supply, Mid-Missouri Public Purchasing Cooperative *Request for Bid* for Gasoline and Diesel Fuel Term and Supply, bid number **MM64**, Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding, General Provisions, Detailed Specifications, Addendum #1, City of Columbia Notification of Award dated January 23, 2014, as well as the bid sheets completed and signed on November 26, 2013 by Contractor representative Matthew Brownfield. All such documents shall constitute the contract documents, true copies of the same being attached hereto and maintained in the Boone County Purchasing Department and are incorporated herein by reference. In the event of conflict between any of the foregoing documents, this Purchase Agreement with the terms, conditions, provisions and requirements contained in the bid specifications for the term and supply contract, General Conditions of Bidding and General Provisions, shall prevail and control over the Contractor's bid response.
2. **Basic Services** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the Cooperative with gasoline and diesel fuel when and as required by County; purchases shall be made on the basis of daily OPIS Fax-A-Rack prices at the Columbia, Missouri terminal plus the marginal increase set forth in the Contractor's bid response. Contractor further agrees to provide the tanks, stands and those tanks with containment units at the County's remote sites.
3. **Delivery** - Contractor agrees to deliver for all requests in accordance with the bidding specifications and Contractor bid response.
4. **Billing and Payment** - All billing shall be invoiced to the County department placing the order and billings may only include the prices listed in the Contractor's bid response. The County agrees to pay all invoices within ten days of receipt. No other fees shall be included as additional charges in excess of the charges in the Contractor's response to the bid specifications. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Contract Duration** - The contract period shall begin on **January 23, 2014 and extend through December 31, 2014**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

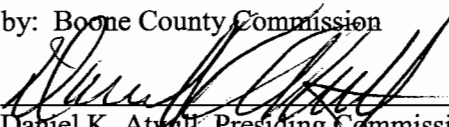
- 6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, 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 ten 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 service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or
  - c. If appropriations are not made available and budgeted for any calendar year.

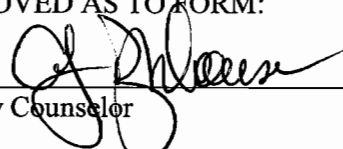
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

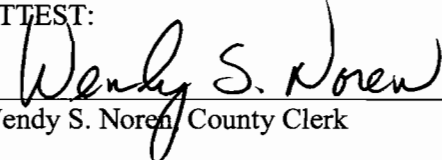
**BRONWFIELD OIL COMPANY, INC.**

**BOONE COUNTY, MISSOURI**

by   
 title PRESIDENT

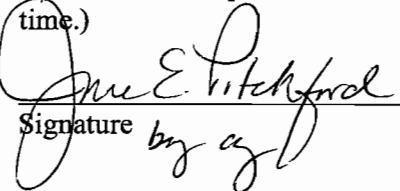
by: Boone County Commission  
  
 Daniel K. Atwell, Presiding Commissioner

APPROVED AS TO FORM:  
  
 County Counselor

ATTEST:  
  
 Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

  
 Signature by ag

2/13/14  
 Date

2040 / 59000 Term/Supply  
No Encumbrance Required  
 Appropriation Account



# CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT  
PURCHASING DIVISION

January 23, 2014

## NOTIFICATION OF AWARD - CITY OF COLUMBIA

### CONTRACT FOR: Gasoline and Diesel Fuel

Your firm has been awarded the contract herein in response to our recent Request for Quotation. Contract Period is January 23, 2014 through December 31, 2014. Arrangements with each participating member of the Mid Missouri Public Purchasing Cooperative shall be made by your firm in order to render services as described in the attached bid documents and your bid response. Please contact the Buyer shown below if there are any questions pertaining to this contract.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR NAME
MM64	2634	Brownfield Oil Company Attn: Matthew Brownfield PO Box 386 1415 Riley Industrial Dr. Moberly, MO 65270 Phone: 660-263-7711 Fax: 660-263-8032

### ITEMS AWARDED

ITEM #	Price markup over daily OPIS for each product	Unit	PRICE
1	No. 2 Ultra Low Sulfur Distillate, net cost before taxes, transport load, minimum 7000 gallons.	Per Gallon	\$0.005
2	No. 2 ULS Distillate, net cost before taxes, tank truck load, minimum 1500 gallons.	Per Gallon	\$0.039
3	No. 2 ULS Distillate, net cost before taxes, less than tank truck load.	Per Gallon	\$0.069
4	No. 1 ULS Distillate, net cost before taxes, transport load, minimum 7000 gallons.	Per Gallon	\$0.005
5	No. 1 ULS Distillate, net cost before taxes, tank truck load, minimum 1500 gallons.	Per Gallon	\$0.039
6	No. 1 ULS Distillate, net cost before taxes, less than tank truck load.	Per Gallon	\$0.069
7	No. 2 ULS RED Distillate, net cost before taxes, transport load, minimum 7000 gallons.	Per Gallon	\$0.005
8	No. 2 ULS RED Distillate, net cost before taxes, tank truck load, minimum 1500 gallons.	Per Gallon	\$0.039
9	No. 2 ULS RED Distillate, net cost before taxes, less than tank truck load.	Per Gallon	\$0.069
10	Unleaded gasoline, net cost before taxes, transport load, minimum 7000 gallons.	Per Gallon	\$0.005

11	Unleaded gasoline, net cost before taxes, tank truck load, minimum 1500 gallons.	Per Gallon	\$0.039
12	Unleaded gasoline, net cost before taxes, less than tank truck load.	Per Gallon	\$0.069
13	Unleaded gasoline containing 10% Ethanol, net cost before taxes, transport load, minimum 7000 gallons.	Per Gallon	\$0.005
14	Unleaded gasoline containing 10% Ethanol, net cost before taxes, tank truck load, minimum 1500 gallons.	Per Gallon	\$0.039
15	Unleaded gasoline containing 10% Ethanol, net cost before taxes, less than tank truck load.	Per Gallon	\$0.069
16	Cost per gallon for an additive for the summer and winter months (in lieu of mixing #1 and #2 diesel.)	Per Gallon	\$0.017
17	Additional Cost for Bio-Diesel 2%	Per Gallon	\$0.01
	Additional Cost for Bio-Diesel 5%	Per Gallon	\$0.025
	Additional Cost for Bio-Diesel 10%	Per Gallon	\$0.05
	Additional Cost for Bio-Diesel 20%	Per Gallon	\$0.10

Test Reports: Ten (10) at no charge. Thereafter \$200.00 each.

Payment Terms: Net 10

Service: As needed and scheduled with the MMPPC participating members.

Additional services such as tank monitoring will be negotiated with the vendor as needed and requested.



Melinda Pope, CPPB, CPPO  
Senior Procurement Officer  
573-874-7375

cc: Eric Evans  
Kathy Calvin  
Thomas Smith  
Mary Pat Murphy  
Cynthia Mitchell  
Patricia Middaugh  
Shawna Victor  
Melinda Bobbitt – Boone County  
Greg Cooper – Columbia Public Schools  
Dana Reynolds – Columbia Public Schools

**SPECIAL CONDITIONS**

1. Bids shall be quoted **FOB Destination**, to include delivery charges to destination points as listed herein.
2. It is the bidder's sole responsibility to provide all information requested in the bid document. Failure to provide this information may be cause for rejection of your bid.
3. The City's Purchasing Agent may at any time, by written order, make changes within the general scope of this contract in (a) drawings, designs, or specifications, where the supplies or materials to be furnished are to be specially manufactured for the City in accordance therewith, (b) method of shipment or packing, and (c) place of delivery. If any such change causes an increase or decrease, an equitable adjustment shall be made by written modification of the contract. Any claim by the Contractor for adjustment under this clause must be made within 30 days from the date of receipt by the Contractor of the modification of change; provided that the Purchasing Agent, if he/she decides that the facts justify such action may receive and act upon such claim if submitted prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute within the meaning of the paragraph titled "Disputes" in the General Provisions of the Request for Quotation. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

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

Company Name:  
Brownfield Oil Co. Inc.

Address:  
PO Box 386

City/Zip:  
Moberly, 65270

Phone Number:  
660-263-7711

Fax Number:  
660-263-8032

Federal Tax ID: 43-0962237

Corporation

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

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

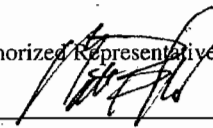
Social Security Number: \_\_\_\_\_

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

When Organized: 1971

When Incorporated: 1971

Exempt From Tax Reporting? Yes \_\_\_\_\_ No

Authorized Representative Signature:  


Print Name and Title of Authorized Representative  
Matthew Brownfield

Date: 11/26/13

**Automobile Public Liability and Property Damage:** The contractor shall maintain automobile liability insurance in the amount of not less than \$2,000,000 combined single limit for any one occurrence, covering bodily injury, including accidental death and property damage, to protect themselves from any and all claims arising from the use of the contractor's own automobiles, teams and trucks, hired automobiles, teams and trucks, and automobiles both on and off the site of the work.

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

### BID RESPONSE

Quote **price markup** over daily OPIS for each product. Do not include taxes.

1.	No. 2 <i>Ultra Low Sulfur</i> Distillate, net cost before taxes, <b>transport load</b> , minimum 7000 gallons.	gal	\$ <u>.005</u>
2.	No. 2 <i>ULS</i> Distillate, net cost before taxes, <b>tank truck load</b> , minimum 1500 gallons.	gal	\$ <u>.039</u>
3.	No. 2 <i>ULS</i> Distillate, net cost before taxes, <b>less than tank truck load</b> .	gal	\$ <u>.069</u>
4.	No. 1 <i>ULS</i> Distillate, net cost before taxes, <b>transport load</b> , minimum 7000 gallons.	gal	\$ <u>.005</u>
5.	No. 1 <i>ULS</i> Distillate, net cost before taxes, <b>tank truck load</b> , minimum 1500 gallons.	gal	\$ <u>.039</u>
6.	No. 1 <i>ULS</i> Distillate, net cost before taxes, <b>less than tank truck load</b> .	gal	\$ <u>.069</u>
7.	No. 2 <i>ULS RED</i> Distillate, net cost before taxes, <b>transport load</b> , minimum 7000 gallons.	gal	\$ <u>.005</u>
8.	No. 2 <i>ULS RED</i> Distillate, net cost before taxes, <b>tank truck load</b> , minimum 1500 gallons.	gal	\$ <u>.039</u>
9.	No. 2 <i>ULS RED</i> Distillate, net cost before taxes, <b>less than tank truck load</b> .	gal	\$ <u>.069</u>
10.	Unleaded gasoline, net cost before taxes, <b>transport load</b> , minimum 7000 gallons.	gal	\$ <u>.005</u>
11.	Unleaded gasoline, net cost before taxes, <b>tank truck load</b> , minimum 1500 gallons.	gal	\$ <u>.039</u>

- |     |   |     |                |
|-----|---|-----|----------------|
| 12. | Unleaded gasoline, net cost before taxes, less than tank truck load.  | gal | \$ <u>.069</u> |
| 13. | Unleaded gasoline containing 10% Ethanol, net cost before taxes, <b>transport load</b> , minimum 7000 gallons.  | gal | \$ <u>.005</u> |
| 14. | Unleaded gasoline containing 10% Ethanol, net cost before taxes, <b>tank truck load</b> , minimum 1500 gallons. | gal | \$ <u>.039</u> |
| 15. | Unleaded gasoline containing 10% Ethanol, net cost before taxes, <b>less than tank truck load</b> .             | gal | \$ <u>.069</u> |
| 16. | Cost per gallon for an additive for the summer and winter months (in lieu of mixing #1 and #2 diesel.)          | gal | \$ <u>.017</u> |

State Product Name for additive quoted: Power Service Diesel fuel Supplement Antigel + Cetane Boost. (See attached)  
 This is a "Premium" additive

17. **BIO DIESEL:** Bidders shall quote what additional cost per gallon, in the various percentages up to and including 20%, would be added to the Ultra Low Sulfur Distillate fuel product markup price and include as an attachment to this pricing section in your bid response.

\*\* City of Columbia, and possibly other participating entities, requires delivery of bio diesel year-round. Bidder shall indicate whether this service will be provided as part of this contract and what resources are available to them to assure consistent delivery:

Yes, bio diesel is available year round.  
We inventory bio diesel at numerous locations.

18. Bidders shall describe their policy for credit on contaminated fuel deliveries. (IE- if a contaminated delivery of fuel must be removed from a tank where there is already existing fuel, how will the entity be credited for the existing fuel that had to be removed along with the Contaminated?)

Credit will be given for all contaminated fuel that is removed at the price paid.

19. The Mid-Missouri Public Purchasing Cooperative wishes to consider purchasing fuel-futures during peak periods as a way of stabilizing fuel prices for those periods. Bidders should indicate whether they are able to provide this option and if so, include as an attachment to their bid response that explains in detail how this process would work for the Cooperative. Each Cooperative entity member should have the unilateral right to exercise this option during their peak use periods. Include in the narrative any minimum fuel commitment quantities, the length of time each fuel future purchase could be made, how escalation and de-escalation of fuel prices would impact the members' fuel charges during the purchase period and any other pertinent information that would affect the Cooperative's use of this option.

Yes - see attached





MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

TERM AND SUPPLY CONTRACT FOR THE DELIVERY OF GASOLINE AND DIESEL FUEL TO THE MID-MISSOURI PUBLIC PURCHASING COOPERATIVE, ON AN AS NEEDED BASIS, FROM DATE OF AWARD THROUGH DECEMBER 31, 2014 WITH A UNILATERAL OPTION BY THE COOPERATIVE TO RENEW FOR FOUR (4) ADDITIONAL ONE-YEAR PERIODS UNDER THE FIRST YEAR CONTRACT TERMS AND CONDITIONS, WITH EACH RENEWAL PERIOD TO BE EXERCISED SEPARATELY.

**COOPERATIVE MEMBERS:**

Participating entities in this contract are:

1. City of Columbia, 701 E. Broadway, 5<sup>th</sup> Floor, Columbia, Mo 65201  
Contact: Melinda Pope, Senior Procurement Officer  
(573) 874-6317
2. Boone County, 601 E. Walnut, Columbia, Mo 65201  
Contact: Melinda Bobbitt, Purchasing Director  
(573) 886-4391
3. Columbia School District, 6006 W. Van Horn Tavern Rd, Columbia, Mo 65203  
Contact: Greg Cooper, Purchasing Agent  
(573) 214-3770

**VENDOR:** Will you agree to extend the services as quoted herein to other government entities participating in cooperative purchasing with the Mid-Missouri Public Purchasing Cooperative? A list of the current members is attached to this bid. If you agree to extend services cooperatively, but only within a specified mile radius, provide this information here with your indication of agreement:

*"I agree to provide services as indicated herein to entities participating in cooperative purchasing with MMPPC whose facilities are*

*within 60 miles of the city limits of Columbia." If bidder is willing to extend services to entities outside this mile radius, with delivery charges additional, submit an attachment with description of delivery fees.*

**OR,** NO, I decline to extend services to participating members of cooperative purchasing, outside of those listed in this bid.

\_\_\_\_\_ (X)

A negative answer to the above is not an evaluation factor for award of this contract.

**DETAILED SPECIFICATIONS**

1. QUANTITIES/LOCATIONS

Refer to Exhibit A for information concerning the delivery locations covered by this contract. Also shown is the estimated annual usage of each type of fuel by facility along with the number and size of tanks at each location. The quantities indicated are estimates only, based on past usage, and the Cooperative reserves the right to increase or decrease the quantities to meet its operating needs. Tanks of 500 gallons or less may be moved from one location to another, or added to or deleted from this list at no additional expense to the Cooperative members. *Successful bidder shall be responsible for furnishing tanks of 500 gallon size or less for the Cooperative's use if not user owned, at no additional cost.*

2. PRICING

Bidders shall state a firm price per gross gallon. All bids shall be *net before taxes* (Federal, State or City).

3. PURCHASE ORDERS

Purchase orders will be issued to the successful bidder by each participating entity to cover the contract period. Gasoline and distillate will be ordered, as needed, by personnel authorized by each Cooperative member. **Delivery is to be made within 24 hours after placement of order.** The successful bidder will be required to name a contact person and phone number through whom deliveries will be made. Bidders shall also provide a contact person who can be reached 24 hours/7 days per week during an emergency. **In case of emergencies, fuel must be delivered within 4-6 hours after notification by the Cooperative member to the vendor.**

4. AWARD

The Cooperative will offer award of this contract to the vendor or vendors with the best offer to meet the overall operating needs of its members.

5. PRICE COMPUTATION

Bidders shall quote a firm **mark-up per gallon** to be applied to the daily OPIS wholesale price as published in the publication U.S. Oil Week for Columbia, Missouri.

Invoices for fuel shall be forwarded to the respective cooperative member each time fuel is delivered, reflecting the marked-up price based on the OPIS pricing for the delivery date of the fuel. The Cooperative will monitor OPIS prices on a daily basis.

6. TAXES

All participating entities using this contract are exempt from all federal and state taxes by law, with the exception of the Missouri Road Tax (currently 17 cents).

7. INVOICES

For the City of Columbia, once invoices have been paid for fuel purchases, Contractor shall provide Finance Accounts Payable Division with "duplicates" of those paid invoices date stamped "paid" and with the off-road statement signed by the seller's agent. City Accounts Payable will forward the dated invoices to Fleet Operations Superintendent at 1313 Lakeview Avenue, Columbia, Mo 65201 so they can apply for reimbursement of road taxes paid from State of Missouri for fuel purchased strictly for off-road use. Other participating entities may request this service as well if they purchase fuel for off-road use.

8. TEST REPORTS

Successful bidder shall be responsible for providing certified laboratory tests for each fuel product on an as needed and requested basis by any of the participating entities. Furnish with your bid, the name and location of the certified laboratory that will be utilized for testing and a list of tests they can provide when needed for each fuel product. Include what costs, if any, there would be for each of the tests provided.

*Magellan Laboratories  
Kansas City, KS      Ten (10) at no charge.  
Thereafter \$200.00 each.*

9. INSURANCE

The successful bidder shall provide and maintain for the life of this contract, insurance acceptable to the City. A Certificate of Insurance which names each cooperative entity as an additional insured as per the following requirements is to be furnished within 10 working days following the Intent to Award.

Compensation Insurance: The contractor shall maintain Employee's Liability and Workman's Compensation Insurance for all of their employees, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide the same for all the latter's employees.

Public Liability Insurance: Contractor shall provide this in an amount not less than \$2,000,000 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.



## MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

### NOTICE TO BIDDERS

#### ADDENDUM #1

RFQ: MM64

### GASOLINE & DIESEL FUEL - Term and Supply

Bidders shall note these changes to the above Request for Quotation and *incorporate these changes in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their bid, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system on line.

The following revisions and/or additions shall be referred to as part of the Bid/Contract Documents.

1. Pre-Bid Conference will be held Tuesday, December 17, 2013 at 9:30 am, to address questions and concerns regarding the bid specifications and bid documents. Attendance at the pre-bid conference is strongly encouraged but not mandatory. Meeting Place: Daniel Boone Building, 701 East Broadway Columbia, MO 65201, 5th Fl Conference Room 5A.
2. Closing date and time changed to January 2, 2014 at 2:00 PM, CST.

No other changes.

#### ACKNOWLEDGEMENT OF ADDENDUM #1

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #1 have been incorporated in their proposal and are a part of Request for Quotation No. MM64. All other provisions of the bid documents, except as herein stated, shall remain in force as written.

Firm Braunfield Oil Company Inc Date 12/31/2013

Signed [Signature], Pres.



# MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

## NOTICE TO BIDDERS

### ADDENDUM #2

RFQ: MM64

## GASOLINE & DIESEL FUEL - Term and Supply

Closing date and time: January 2, 2014 at 2:00 PM, CST.

Bidders shall note these changes to the above Request for Quotation and *incorporate these changes in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their bid, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system on line.

The following revisions and/or additions shall be referred to as part of the Bid/Contract Documents.

1. Pre-Bid Minutes Attached.
2. With the award of this contract the agencies will switch to the 6 PM published OPIS report and that will be used for the following day. Note: The pricing is based on the OPIS NET/Rack Average.
3. Additional Optional Bid Item:  
ITEM #20 OPTIONAL – The Mid-Missouri Purchasing Cooperative wishes to consider purchasing remote motoring. Bidders should indicate whether they are able to provide this option and if so, include as an attachment to their bid response that explains in detail how this process would work and any cost associated with this service. *See attached*

No other changes.

### ACKNOWLEDGEMENT OF ADDENDUM #2

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #2 have been incorporated in their proposal and are a part of Request for Quotation No. MM64. All other provisions of the bid documents, except as herein stated, shall remain in force as written.

Firm Brownfield D.I. Company Inc Date 12/31/2013

Signed *[Signature]*, Pres.

**Mid- Missouri Public Purchasing Cooperative**  
**RFQ # MM64**  
**Gasoline and Diesel Fuel**  
**Pre-Bid Minutes**  
**9:30 AM, December 17, 2013**

- 1. Notice to Bidders**
  - Specifications and Plans available on the City's website or at 701 E. Broadway
  - Bid opening. – Thursday, January 2, 2014 at 2:00 PM.
  
- 2. Items to be submitted with Bid**
  - Bid submission: No electronic bid submission, Sealed bids must be delivered to the City of Columbia, 701 E. Broadway, 5<sup>th</sup> Floor, Columbia, MO 65201 by the closing date and time.
  - Acknowledgement of any addendums
  
- 3. Additional Contract Requirements**
  - Insurance Certificate
  - Hold Harmless Agreement
  - Work Authorization Affidavit
  
- 4. Addenda.**
  - Addenda to be posted to the City's E bidding website.
  
- 5. Project Description**
  - Project Scope
    - Price Computation – OPIS
    - Lab Testing – Provide cost if any
    - Line Items
    - Bio Diesel
    - Credit for contaminated fuel
    - Optional fuel futures
    - FOB Destination, delivery included
    - Tables with tanks information and estimated quantities
  
- 6. Questions**
  - 1. What are the payment terms and is ACH allowed?**

Payment terms are set at net 10 or net 0. City of Columbia has ACH, Boone County and Columbia Public Schools do not have ACH at this time.
  
  - 2. Do you only use the 9 am OPIS or do you ever use the 6 pm OPIS?**

Discussion by group. Decision made to switch to the 6 pm OPIS report and that will be used for the following day. Note: City uses OPIS NET/Rack Average.
  
  - 3. Do tickets need to be signed?**

City of Columbia, YES ALL  
CPS, YES ALL  
Boone County, Only Transport
  
  - 4. What is the standard Biodiesel?**

City standard is B2 but we reserve the right to switch.  
Boone County 0%

5. **Do we have a spec for the Biodiesel?**  
No, Must meet ANSI guidelines.
6. **Have we thought about using the OPIS index for Biodiesel?**  
Bidders can propose that in the space provided for Biodiesel pricing.
7. **When do you use additive?**  
City usually uses from Oct – March. Will notify vendor when to switch.
8. **On the bid sheet you ask for no ethanol, are you talking about 91 premium?**  
Yes, believe at this time it is only available in 91.
9. **Can any of the tanks be on a routine check?**  
Possibly. Discussion on remote monitoring. Will add option for vendors to quote optional pricing for remote monitoring service.
10. **Question regarding clarification on ownership of tanks.**  
CPS – Owns all their tanks.  
Boone County – Owns all underground. Contractor to supply all above ground.  
City – List on the table. Only clarification - City owns the tank at the Power Plant.
11. **Will you split loads between different locations on 1 truck?**  
Most are full loads. Would split at smaller locations like Parks & Recreation.
12. **Will you combine loads of gas and diesel to one location?**  
Yes
13. **What are the normal delivery hours?**  
Normally Monday-Friday from 7:00 am -5:00 pm but need to have 24/7 availability in an emergency.
14. **Would you consider an alternate firm fixed price for the year?**  
No

# *Brownfield Oil Company, Inc.*

PO Box 386

Moberly, MO 65270

Phone: (660) 263-7711 or (800) 373-1645

*Serving Central Missouri Since 1971*

**Serving Central Missouri Since 1971**

**Attachment:**

**Mid-Missouri Public Purchasing Cooperative**

**Bid Number: MM55**

**Date of Bid: 12/31/2013**

**Closing Date: 01/02/2013, 2:00pm, CDT, Thursday**

# 17 Response: Additional cost per gallon for Bio-Diesel would be:

2% add \$.01 per gallon  
5% add \$.025 per gallon  
10% add \$.05 per gallon  
20% add \$.10 per gallon

# 19 Response: Brownfield Oil Company contracts fuel futures on a regular basis. This is done by presenting a customer's request to our various suppliers who in turn lock in the agreed upon prices with the NYMEX. Verbal communication is required initially to discuss options available and to quote pricing during times when the market is trading. If verbal agreement is made a formal contract on pricing, quantity, and delivery time frame would be executed by Brownfield Oil Company and the Cooperative.

Minimum quantities would typically be ½ of a 42,000 gallon contract or 21,000 gallons over a one-month period, although smaller quantities may be available. Minimum contracting time frames would be product purchased over a one- month period and could extend in general circumstances up to one year.

If you contract at a specific price you will be locked in at that price for the term of the contract. If the fuel market goes up during the contract period the Cooperative would save money on their fuel purchases. If the fuel market goes down the Cooperative would end up spending more money on fuel which is the inherent risk of contracting.

Payment terms on this option would be the same as non-contracted deliveries.

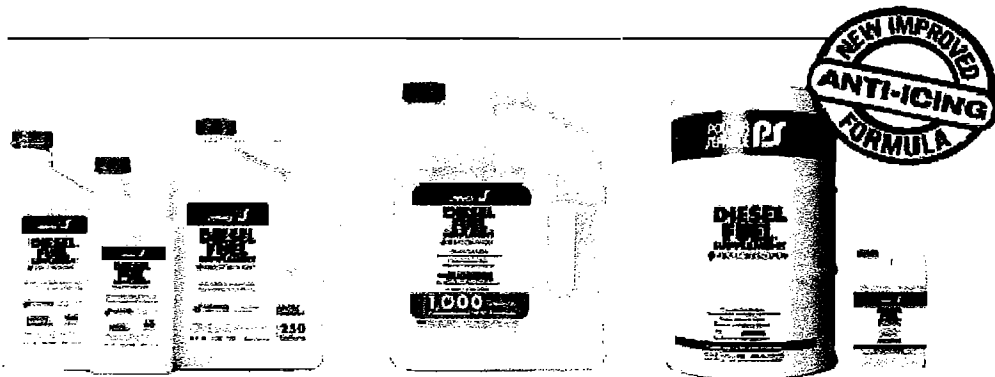
We would negotiate with various suppliers to obtain the best price for the Cooperative.

# POWER SERVICE PS

® Power Service Products is America's largest manufacturer of technologically advanced diesel fuel additives. Our products are formulated to provide trouble-free winter operation as well as year-around diesel engine performance improvement from all diesel fuels, including Ultra Low Sulfur Diesel (ULSD) fuel and biodiesel.

## PRODUCTS

DIESEL FUEL SUPPLEMENT® + CETANE BOOST®



Diesel Fuel Supplement + Cetane Boost is an antigel/winterizer that is used in the cold winter months to keep fuel-filters from plugging with wax and to prevent fuel gelling. This Arctic Formula effectively treats all diesel fuels to keep equipment running trouble-free for maximum winter operability. Diesel Fuel Supplement is intended for use only during cold winter months when temperatures drop below + 30°F. Use Diesel Kleen + Cetane Boost (in the silver bottle) for peak performance in non-winter months. If your vehicle will not start or gain power in cold temperatures, use Diesel 911 (in the red bottle) as directed on the container label.

### DIESEL FUEL SUPPLEMENT BENEFITS

- Prevents fuel gelling in temperatures as low as - 40°F.
- Equals performance of a 50/50 blend of No. 2 and No. 1 diesel fuels
- Lowers Cold-Filter Plugging Point (CFPP) as much as 36°F. — keeps fuel-filters from plugging with wax
- Boosts cetane up to 4 numbers for faster cold starts
- Contains Slickdiesel® Lubricator for maximum fuel lubrication — protects pumps and injectors from accelerated wear
- Contains anti-icing additive — protects against fuel-filter icing
- Contains wax anti-settling dispersants — protects against fuel-filter plugging at temperatures below the fuel cloud point
- Disperses water in diesel fuel
- Effective in all diesel fuels, including Ultra Low Sulfur Diesel (ULSD) and biodiesel blends containing up to 20% biodiesel (B20)



# *Brownfield Oil Company, Inc.*

PO Box 386

Moberly, MO 65270

Phone: (660) 263-7711 or (800) 373-1645

December 30, 2013

Additional Option Bid Item: Tank Monitoring

Brownfield Oil Company can provide this service to the Mid-Missouri Purchasing Cooperative, though the actual dollar figure would take a great deal more time and investigating to be accurate. There is a variety of factors that figure in to this type of bid including; the number of sites that need monitoring, the type of equipment (if any) in place at each location, if phone service (and/or internet access) is provided to the equipment, and the number of times per day or per week the equipment needs to be accessed for information.

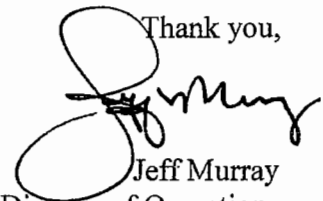
If MMPC should decide to go this route these are the tanks that Brownfield Oil would recommend be monitored based on our past experience:

Columbia Fleet/Grissum Building	2 diesel and one gas tank
Columbia Landfill	1 diesel tank
Columbia Public Works	1 diesel tank
Sherriff's Department	2 gas tanks
Columbia Schools Bus Barn	1 diesel tank

It is my understanding that some of the above tanks do have some type tank monitoring system in place now and may only require a phone or internet line to be installed so that we might access the equipment. We would need to know the type and brand of equipment that is in place for our IT personnel to configure our system for access. The other tanks are either too small or do not do enough volume to justify your cost in setting up.

Please do not hesitate to contact me for further discussion and/or a time to go and evaluate each location.

Thank you,



Jeff Murray  
Director of Operations  
Brownfield Oil  
660-263-7711

[jmurray@brownfieldoil.com](mailto:jmurray@brownfieldoil.com)

**Serving Central Missouri Since 1971**

Brownfield Oil Co.

Bid # MM64  
1/2/2014

01-02-14 P01:22 IN

City of Columbia Purchasing Division



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE  
REQUEST FOR BID

Sheet 1 of 15

Bid Number: ( MM64 )

Closing Date: 12/17/2013  
2:00 pm, CDT, Tuesday

Buyer Contact Name: Melinda C. Pope, CPPB, Senior Procurement Officer, City of Columbia

Phone Number: (573) 874-7375 Fax Number: (573) 874-7762 E-mail: mcp@gocolumbiamo.com

Commodities or Service Requested: **GASOLINE & DIESEL FUEL - Term and Supply**

Please submit your sealed bid prior to the date and time for Bid Closing as specified above to the following office:

City of Columbia, Purchasing Division

701 E. Broadway, 5<sup>th</sup> Floor

Columbia, MO 65201



## MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

### INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

The Mid-Missouri Public Purchasing Cooperative, herein after referred to as Cooperative, was developed in order for its members to create volume buying through standardization of quality in order to secure a greater return for the expenditure of public funds. Only Mid-Missouri governmental agencies are permitted to become members of this Cooperative.

1. Sealed bids, subject to Instructions and General Conditions, General Provisions, and any special conditions set forth herein, will be received at the Office of the Cooperative Member Agency whose address is stated in the bid documents until the bid closing date and time indicated herein for furnishing the Cooperative Member Agencies with the material and/or list of materials, supplies, equipment or services shown on the attached sheet(s).
2. Bidders must use the bid forms provided for that purpose in submitting bids, must return the announcement and bid sheets comprising this bid, give unit price, extend totals, and must contain an original legally authorized signature. Bids must be submitted in a sealed envelope identified with the bid number and date of closing. If you do not care to bid, please return bid sheets(s) and note your reason. No fax or electronic transmitted bids will be accepted.
3. Identify the item(s) you will furnish by brand of manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature.
4. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned.
5. The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Cooperative considers the most advantageous to the Member Agencies. Awards will be made to the bidder whose bid (1) meets the specifications and all other requirements of the RFB and (2) is the lowest and best bid, considering price, responsibility of the bidder and all other relevant factors. Any award of a contract will be made by written notification from the Cooperative. The County reserves the right to award to one or multiple respondents.
  - a. The Cooperative reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the Cooperative. If a split award is not acceptable to a bidder, it must be stated in the bid response.
  - b. In awarding the contract, the Cooperative may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders; the amount of other work being carried on by the bidder; the quality, efficiency, and construction of the equipment proposed to be furnished; the period of time within which the equipment is to be furnished and delivered; and the necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirement mentioned above may be cause for rejection of their bid.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid prices, as the Cooperative Member Agencies are exempt from them by law. Tax exemption certificates will be furnished if required.
7. The delivery date(s) or when work will start, shall be stated in definite terms, as they will be taken into consideration in making the award.

8. Cooperative Member Agencies reserve 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 Cooperative Member Agency that issued the purchase order.
9. In case of any default by the bidder, the Cooperative Member Agency may procure the product or service from other sources and hold the bidder responsible for any damages incurred including, but not limited to, excess cost or handling charge. The Cooperative shall have the right to remove any bidder who defaults on any contract with the Cooperative from all bidders' lists.
10. Prices must be stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered.
11. **RECEIPT AND OPENING OF ADVERTISED SEALED BIDS:**

The bidders and public are invited, but not required, to attend the formal opening of bids. Prices will be read aloud to the public. No decisions related to an award of a contract or purchase order will be made at the opening. Due to manpower limitations, the Member Agency will not repeat prices after an opening via telephone request. Bidders may contact the Member Agency office to review the bid responses.

  - a. It is the bidder's sole responsibility to ensure that a bid is physically deposited with the Member Agency prior to the time and the date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the bidder.
  - b. All bids and tabulation sheets are kept by the Member Agency for a period of time established by regulation or statute after the award is made and are available for inspection at any time during regular working hours.
12. **WITHDRAWAL OF BIDS:**

Bids may be withdrawn without prejudice any time before the deadline for receipt of bids. If a mistake or error is discovered by the bidder or by the Cooperative after the bid opening, the Cooperative has the right to call this error to the bidder's attention and request verification of the bid. If the bidder acknowledges the mistake and requests relief, the Cooperative will proceed in the following manner:

  - a. **Clerical Mistakes:** Any mistake which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal of prices, etc., may be corrected by the Cooperative after verification is made by the bidder. However, the unit price shown shall always prevail.
  - b. **Withdrawal:** Permission to allow a bidder to withdraw his bid without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest bidder and of the other bidders, a bidder may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.
  - c. Actual changes in bid pricing, terms or conditions will not be permitted after the deadline for receipt of bids.
13. The Cooperative reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another advertised date and time in order to revise specifications and/or establish further competition for the commodity or service required.

**MID-MISSOURI PUBLIC PURCHASING COOPERATIVE  
GENERAL PROVISIONS**

1. **BID RESPONSE:**

The Cooperative is interested in doing business with your firm. In the event you are unable to quote on this Request for Bid; return of the *No Bid Response Form* will indicate your desire to remain on the Cooperative's active vendor list. In addition, please indicate the reason/reasons you are unable to participate in this solicitation.
2. **BID ACCEPTANCE:**

A bid acceptance period of sixty (60) calendar days is required. Bids offering less than sixty (60) calendar days may be rejected.
3. **OSHA COMPLIANCE:**

All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard Act (OSHA) published in the Federal Register. All alleged violations and deviations from said State and Federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bids. Or if at any later date the items or services contained herein shall not meet all applicable State and Federal requirements after the bidder is awarded the contract hereunder, the bidder must notify the Cooperative immediately by registered mail.
4. **INSPECTION AND ACCEPTANCE:**

Inspection and acceptance will be at destination. Until delivery and acceptance, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the Cooperative Member issuing the purchase order.
5. **VARIATION IN QUANTITY:**

No variation in the quantity of any item called for in this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
6. **COMMERCIAL WARRANTY:**

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Cooperative by any other clause of this contract or by law.
7. **DISCOUNTS:**

Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the order, whichever is later. For discount purposes, payment is made when the check is mailed. Discounts will not be taken into consideration in the evaluation process if the payment discount is less than 30 days.
8. **PATENT AND COPYRIGHT:**
  - a. The Contractor and its Surety shall pay for all royalties, license fees, and patent or invention rights or copyrights and defend all suits or claims for infringements of any part or invention right or copyrights involved in the items furnished hereunder.
  - b. The Contractor and its Surety shall hold and save the Cooperative and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance furnished in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated.
9. **DISPUTES:**

If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the Contractor and Cooperative Member Agency responsible for administration of this contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the Cooperative shall resolve the dispute and send a written copy of its decision to the Contractor and the responsible agency.
10. **TERMINATION FOR DEFAULT:**

The Cooperative may, by written notice, terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including the excess cost of re-procuring similar supplies or services; provided, that if (a) it is determined for any reason that the contractor was not in default or, (b) failure to perform is beyond the Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. Termination shall be effective ten (10) days from the Contractor's receipt of notice.

**11. TERMINATION FOR CONVENIENCE:**

The Cooperative may, by written notice, terminate this contract in whole or in part when it is in the best interest of the Cooperative. If this contract is for supplies and is to be terminated, the Contractor shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent that this contract is for services and is so terminated, the Cooperative Member Agencies shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination shall be effective ten (10) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.

**12. TERM & SUPPLY CONTRACT DEFINED:**

A term and supply contract shall be deemed to mean a contract under which the supplier of articles, commodities, supplies materials, equipment, and services agrees to furnish all of the needs of the various Cooperative Member Agencies for the articles, commodities, supplies, materials, equipment, and services set forth in the quotation, during the period of the contract at the unit price bid and as required from time to time by the Member Agencies, be such needs in excess of or less than the estimated quantities set forth in the Request for Quotation. The contract will provide that the Cooperative Member Agencies will purchase, by issuance of Purchase Orders, such articles, commodities, supplies, materials and equipment solely from the supplier to whom the requirement contract is awarded for the contract term.

**13. FUND ALLOCATION:**

Continuance of any resulting agreement, contract or issuance of purchase orders after a Cooperative Member Agency's fiscal year end is contingent upon the allocation of funds for the next proceeding fiscal year.

**14. OFFICIALS NOT TO BENEFIT:**

No regular employee or elected or appointed member of any Cooperative Member Agency shall be admitted to any share or part of this contract, or to any benefit that shall arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

**15. HAZARDOUS MATERIAL:**

When material furnished is hazardous material as defined by D.O.T. regulations, the following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations of the Department of Transportation."

**16. DOMESTIC PRODUCTS:**

Bidders are encouraged to offer products manufactured, assembled or produced in the United States if the quality and price are comparable with other goods.

The Mid-Missouri Public Purchasing Cooperative has adopted a policy which is binding upon all members of the cooperative, and which by the contractor shall be binding upon independent contractors and subcontractors with the Cooperative, whereby all other things being equal and when the same can be secured without additional cost over foreign products, or products of other states, a preference shall be granted in all construction, repair, and purchase contracts, to all products, commodities, materials, supplies, and articles mined, grown, produced, and manufactured in marketable quantity and quality in the State of Missouri, and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals.

**17. RECYCLED PRODUCTS:**

All bidders who wish to receive consideration on products offered with recycled materials content must properly complete, sign, and return a certification of product content with their bid.

**18. EQUAL OPPORTUNITY:**

Members of the Cooperative are equal opportunity affirmative action employers pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

**19. AMERICANS WITH DISABILITIES ACT:**

The successful contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

If this contract involves the contractor providing services directly to the public, the successful contractor shall make services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon the successful contractor certifying to the Cooperative in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.



EXHIBIT A

ESTIMATED ANNUAL FUEL USAGE

**CITY OF COLUMBIA**

LOCATION	ABOVE GROUND (AG) BELOW GROUND (BG)	TANK CAPACITIES	CONTAINMENT	PUMP STYLE	ELEVATING STAND	Annual Usage - Gallons	
						DIESEL	UNLEADED
Grissum Building 1313 Lakeview Avenue	BG AG	Diesel (2) 10,000 Unleaded (1) 10,000 (All City Owned)	Y	Electric	N	550,000	235,000
Power Plant 1501 Bus Loop 70E	AG	Diesel (1) 1,000 Generators at least twice a year	Y	Electric	N	8,000	
Wastewater Plant 4900 W. Gillespie	BG BG	Diesel (1) 5,929 Unleaded (1) 548 (All City Owned)	Monitoring	All Electric	N	16,000	12,000
Airport 11381 S. Airport Drive	6,000 BG All others AG	Diesel (1) 6,000 (2) 1,000 (1) 300 Unleaded (1) 1,000 (All City Owned)	All Yes	All Electric	N	16,000	4,500
Landfill 5700 Peabody Road	AG	Diesel (1) 12,000 Unleaded (1) 2,000 (All City Owned)	Y	Electric	N	100,000	4,000
Parks and Recreation 1507 Bus Loop 70 W	AG	Diesel (1) 2,000 Unleaded (1) 2,000 (City Owned) Premium (1) 300 (Vendor supplied)	Y Y Y	Electric Electric Gravity	N N Y	18,000	30,000
L. A.. Nickell Golf Course 1900 Parkside Drive	AG	Diesel (off road red dye) (1) 560 Unleaded (1) 560 (Vendor supplied)	Y	Electric	N	3,000	3,000
Lake of Woods Golf Course 6700 St. Charles	AG	Diesel (off road red dye) (1) 500 Unleaded (1) 560 (Vendor supplied)	Y	Electric	N	2,500	3,000
Joint Communications 17 North 7 <sup>th</sup> St	BG	Diesel (1) 6,000 (City Owned)	Monitoring		N	3,000	
<b>CITY TOTAL</b>						<b>716,500</b>	<b>291,500</b>





EXHIBIT A  
 ESTIMATED ANNUAL FUEL USAGE

**BOONE COUNTY**

LOCATION	ABOVE GROUND (AG) BELOW GROUND (BG)	TANK CAPACITIES	CONTAINMENT	PUMP STYLE	ELEVATING STAND	Annual Usage - Gallons	
						DIESEL	UNLEADED
Public Works – 5551 Tom Bass Rd	BG	12,000				124,700	
Public Works – 5551 Tom Bass Rd	BG	6,000					31,500
Public Works – 5551 Tom Bass Rd	AG (No Ethanol Premium)	560	Y	Gravity	Y		600
Sheriff's Dept. – 2121 County Dr.	BG	6,000					88,700
Sturgeon – Rochford St. City Shed	AG	560	Y	Electric	N	5,720	
Midway – 31301 Henderson	AG	560	Y	Electric	N	9,560	
Wren – 14351 Rt DD	AG	300	Y	Gravity	Y	6,020	
Hallsville – Rt 124 and Barnes School Rd.		560	N	Electric	N	11,650	
Ashland- 500 Commerce Dr.	AG	300	Y	Gravity	N	3,260	
North Facility – 5501 Oakland Gravel Dr.	AG	560	Y	Electric	N	9,210	
<b>COUNTY TOTAL</b>		<b>27,400</b>				<b>170,120</b>	<b>120,800</b>

**COLUMBIA PUBLIC SCHOOLS**

LOCATION	DIESEL	NO LEAD	TANK CAPACITIES
Bus Barn 3511 Route PP			Diesel (2) 12,000 (to be replaced with (1) 20,000 tank in spring 2014)
Facilities & Construction Services, 5909 Paris Rd			Diesel (1) 250 Unleaded (2) 1000
Columbia Schools Total:	500,000	40,000	

**BROWNFIELD OIL COMPANY, INC.**  
**DUNS: 053974937 CAGE Code: 1LBL8**  
**Status: Active**

**1415 RILEY INDUSTRIAL DR**  
**MOBERLY, MO, 65270-3181 ,**  
**UNITED STATES**

**Entity Overview**

Entity Information

**Name:** BROWNFIELD OIL COMPANY, INC.  
**Business Type:** Business or Organization  
**POC Name:** None Specified  
**Registration Status:** Active  
**Activation Date:** 04/15/2013  
**Expiration Date:** 04/15/2014

Exclusions

**Active Exclusion Records?** No

SAM | System for Award Management 1.0

IBM v1.1466.20140121-1343

WWW2

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



# CERTIFIED COPY OF ORDER



STATE OF MISSOURI

February Session of the January Adjourned

Term. 20 14

County of Boone

} ea.

In the County Commission of said county, on the 20th 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 One to 24-25APR12 for Passenger and Patrol Vehicle & Light Duty Truck tires. The terms of this amendment are stipulated in the attached Contract Amendment Number One. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

Done this 20th day of February, 2014.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Absent  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Amy Robbins  
Director



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: February 13, 2014  
RE: Contract Amendment Number One to *24-25APR12 – Tires-Passenger & Patrol Vehicles & Light Duty Trucks*

*Contract 24-25APR12 – Tires-Passenger & Patrol Vehicles & Light Duty Trucks* was approved in commission on June 12, 2012 on commission order 282-2012. The attached amendment adds additional tire sizes and pricing to the list of available tires for the County.

cc: Greg Edington  
Chad Martin  
Kelle Westcott  
Contract File

**CONTRACT AMENDMENT NUMBER ONE  
PURCHASE AGREEMENT FOR  
TIRES- PASSENGER AND PATROL VEHICLES AND LIGHT DUTY TRUCKS**

The Agreement **24-25APR12** dated June 12, 2012 made by and between Boone County, Missouri and **Cross Midwest Tire, Inc.**, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Add the following tires and pricing to the existing list of available tires for the County:

<b>Tire Size</b>	<b>Type</b>	<b>Description / Part Number</b>	<b>Price</b>
P225/65R17	Passenger	Firestone DEST LE 2 Stk #025008	\$148.61
P215/70R16	Passenger	Firestone DEST LE 2 Stk #097725	\$ 85.75
LT235/75R17	Pickup Truck	Firestone DEST AT Stk #054239	\$166.77
LT245/70R17	Pickup Truck	Transforce NT Stk #191316	\$120.24
245/55 R18 V	Non-Pursuit	Firestone DEST ST V Rated (Non-Pursuit) Stk #232242	\$189.98

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

2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement 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.

**CROSS MIDWEST TIRE, INC.**

**BOONE COUNTY, MISSOURI**

by *By Tim*  
title President

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

APPROVED AS TO FORM:

ATTEST:

*[Signature]*  
County Counselor

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

**AUDITOR CERTIFICATION**

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

*Jane E. Pitchford*  
Signature *by JF*

2/14/14  
Date

2040/59105 Term/Supply  
*No Encumbrance Required*  
Appropriation Account

**Amy Robbins - Boone Co. Contract #25-25APR12 - Tires \*Quote\***

**From:** Amy Robbins  
**To:** smccray@crossmidwest.com  
**Date:** 1/10/2014 9:25 AM  
**Subject:** Boone Co. Contract #25-25APR12 - Tires \*Quote\*

Steve - Please see the following list of tire sizes that we would like to have added to our contract with Cross Midwest Tires this year. Can you please provide pricing:

Tire Size	Type	Price
P225/65R17	Passenger Vehicle (Chev Equinox) Firestone Dest LEZ STR# 025008	\$ 148.61
P215/70R16	Passenger Vehicle (Chev Astro) Firestone DEST LEZ STR# 097725	\$ 85.75
LT235/75R17	Pickup Truck (Ford F-150 Supercab) <del>Firestone</del> Firestone DEST AT STR# 054239	\$ 166.77
LT245/70R17	Pickup Truck Firestone Transforce AT STR# 191316	\$ 120.24
245/55 R18 V	Pursuit Firestone DEST ST V Rated (Non Pursuit) STR# 232242 (Not able to find pursuit tire in this size V rated only)	\$ 184.98

Please let me know if you need more information or have any questions.

Thanks!

Amy

Amy Robbins  
 Senior Buyer  
 Boone County Purchasing  
 613 E. Ash St. Room 109  
 Columbia, MO 65201  
 Phone 573-886-4392  
 Fax 573-886-4390  
 Email: [arobbins@boonecountymmo.org](mailto:arobbins@boonecountymmo.org)

Check out our web page at: [www.ShowMeBoone.com](http://www.ShowMeBoone.com)

# CROSS MIDWEST

TIRE CO.

WHATEVER IT TAKES ...

5320 HIGHWAY 763 NORTH  
COLUMBIA, MO 65202  
PH: 573-442-8259 | FAX: 573-442-2865

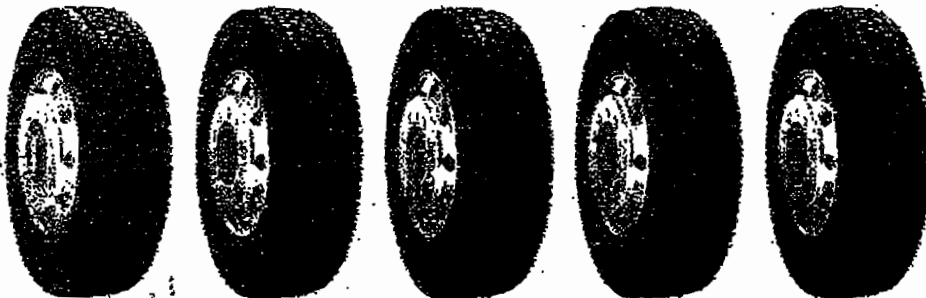
TO: Boone County Purchasing ATTENTION: Amy Robbins  
FROM: Steve McCray AT FAX: 886-4390  
DATE: 1-24-14 TOTAL PAGES: 2

SUBJECT:

Tire Pricing

NOTES:

AMY  
Here is the pricing you requested.



**CONTRACT AMENDMENT NUMBER ONE  
PURCHASE AGREEMENT FOR  
TIRES- PASSENGER AND PATROL VEHICLES AND LIGHT DUTY TRUCKS**

The Agreement **24-25APR12** dated June 12, 2012 made by and between Boone County, Missouri and **BORE/MPC LLC dba Big O Tires – Missouri**, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Add the following tires and pricing to the existing list of available tires for the County:

Tire Size	Type	Description / Part Number	Price
P225/65R17	Passenger	Sumitomo Aspen Touring Stk #APN76	\$ 66.68
P215/70R16	Passenger	Sumitomo Tour Plus Stk #SXT12	\$ 84.32
LT235/75R17	Pickup Truck	Nitto Crosstek Stk #451010	\$142.88
LT245/70R17	Pickup Truck	Big O Big Foot Stk #114-50	\$153.82
245/55 R18 V	Pursuit	Goodyear Eagle UG GW3 Pursuit Stk #166-042-528	\$142.42

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

2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement 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.

**BORE/MPC LLC D/B/A BIG O TIRES - MISSOURI**

by *James J. Coats*  
title *Operations Director*

**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

*J. H. [Signature]*  
County Counselor

ATTEST:

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

**AUDITOR CERTIFICATION**

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

*Jane E. [Signature]*  
Signature *by [Signature]*

*2/14/14*  
Date

2040/59105 Term/Supply  
*No Encumbrance Required*  
Appropriation Account



**Amy Robbins - RE: Boone Co. Contract #24-25APR12 - Tires \*Quote\***

---

**From:** "Rusty Coats" <rcoats@mobigotires.com>  
**To:** "Amy Robbins" <arobbins@boonecountymo.org>  
**Date:** 1/10/2014 11:24 AM  
**Subject:** RE: Boone Co. Contract #24-25APR12 - Tires \*Quote\*

---

Here are the prices on tires that you requested:

**P225/75R17 ( Chev Equinox) /** Sumitomo Aspen Touring (Stk # APN76) \$66.68 (I could price you a higher tire that wouldn't be as good as this tire.)

**P215/70R16 (Chev Astro) /** Sumitomo Tour Plus (Stk # SXT12) \$84.32 (I have a tire that is less money at \$70.95 but I don't think it would live up to your expectations.)

**P235/75R17 (Ford F-150 Supercab) /** Nitto Crosstek (Stk # 451010) \$142.88 *This is the best light truck tire I have ever sold in 40 years in the business.*

Option #2 / Hankook Dynapro (Stk # 1002438) \$134.37 *(Very good tire.)*

Note: Your e-mail requested "LT", but I could not find any brands manufacturing an "LT" designation in this size.

**LT245/70R17 (Pickup Truck) /** GeoTrac (Stock # 22269001) \$118.13 or Big O Big Foot (Stk # 114-50) \$153.82

**245/55R18 (Pursuit Tire) /** Goodyear Eagle UG GW3 Pursuit (Stk # 166-042-528) \$142.42

I hope this works. If you have any questions – don't hesitate to call.

Rusty

---

**From:** Amy Robbins [mailto:arobbins@boonecountymo.org]  
**Sent:** Friday, January 10, 2014 9:23 AM  
**To:** Rusty Coats  
**Subject:** Boone Co. Contract #24-25APR12 - Tires \*Quote\*

Russell - Please see the following list of tire sizes that we would like to have added to our contract with Big O

Tires this year. Can you please provide pricing:

<b>Tire Size</b>	<b>Type</b>
P225/65R17	Passenger Vehicle (Chev Equinox)
P215/70R16	Passenger Vehicle (Chev Astro)
LT235/75R17	Pickup Truck (Ford F-150 Supercab)
LT245/70R17	Pickup Truck
245/55 R18 V	Pursuit

Please let me know if you need more information or have any questions.

Thanks!

Amy

Amy Robbins  
Senior Buyer  
Boone County Purchasing  
613 E. Ash St. Room 109  
Columbia, MO 65201  
Phone 573-886-4392  
Fax 573-886-4390  
Email: [arobbins@boonecountymo.org](mailto:arobbins@boonecountymo.org)

Check out our web page at: [www.ShowMeBoone.com](http://www.ShowMeBoone.com)

# 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 20th 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 02-24JAN14 – 2014 Mill and Overlay Term & Supply to APAC Missouri, Inc.

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.

Done this 20th day of February, 2014.

ATTEST:

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

Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
District I Commissioner

Absent

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, Senior Buyer  
DATE: February 13, 2014  
RE: 02-24JAN14 – 2014 Mill and Overlay Term & Supply

02-24JAN14 – 2014 Mill and Overlay Term & Supply opened on January 24, 2014. Two bids were received and Resource Management recommends award by low bid to APAC Missouri, Inc.

Cost of the contract is \$629,300.00 and will be paid from department 2041 – Pavement Preservation, account 71100 – Outside Services. \$665,750.00 was budgeted for this service.

cc: Daniel Haid, Resource Management  
Bid File

ATT: Bid Tabulation

**BID TABULATION: 02-24JAN14 - Mill & Overlay Term and Supply**

	Qty	APAC - Missouri, Inc.		Christensen Construction Co.	
		Unit Price	Extended Price	Unit Price	Extended Price
4.7.1. Asphalt Overlay, BP-2, Virgin (Ton)	4,000	71.85	287,400.00	74.00	296,000.00
4.7.2. Asphalt Overlay, BP-2, R.A.P. (Ton)	3,000	69.35	208,050.00	71.50	214,500.00
4.7.3. Surface Milling, Asphalt, Contractor Haul-off (SY)	20,000	1.25	25,000.00	1.25	25,000.00
4.7.4. Surface Milling, Asphalt, County Haul-off (SY)	5,000	1.25	6,250.00	1.75	8,750.00
4.7.5. Surface Milling, Concrete, Contractor Haul-off (SY)	10,000	1.25	12,500.00	2.00	20,000.00
4.7.6. Surface Milling, Concrete, County Haul-off (SY)	5,000	1.25	6,250.00	2.00	10,000.00
4.7.7. Surface Milling, Butt-Joint (SY)	500	9.00	4,500.00	8.00	4,000.00
4.7.8. Dig Out Repair, Asphalt, Typical (SY)	500	50.00	25,000.00	60.00	30,000.00
4.7.9. Dig Out Repair, Asphalt, Hasty (HR)	100	160.00	16,000.00	200.00	20,000.00
4.7.10. Dig Out Repair, Concrete, Hasty (HR)	100	160.00	16,000.00	200.00	20,000.00
4.7.11. Rock Driveway Transitions (Ton)	300	37.00	11,100.00	30.00	9,000.00
4.7.12. Temporary Centerline Markers (EA)	1,000	0.75	750.00	0.75	750.00
4.7.13. Restoration (SF)	500	4.00	2,000.00	2.00	1,000.00
4.7.15. Surface Milling Mobilization (EA)	5	700.00	3,500.00	1,000.00	5,000.00
4.7.16. Tack Coat (SY)	100,000	0.05	5,000.00	0.05	5,000.00
<b>Total Contract Price:</b>			<b>629,500.00</b>		<b>669,000.00</b>
<b>Qualifications (Y or N)</b>			<b>Y</b>		<b>Y</b>

No Bid

**PURCHASE AGREEMENT FOR  
2014 MILL AND OVERLAY TERM & SUPPLY**

THIS AGREEMENT dated the 20<sup>th</sup> 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 **APAC Missouri Inc.**, herein "Contractor."

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


1. **Contract Documents** - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **2014 Mill and Overlay Term and Supply**, bid number **02-24JAN14**, any applicable addenda, and the Contractor's bid response dated **January 23, 2014** and executed by **Shawn A. Riley** 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 and Boone County Standard Terms and Conditions shall prevail and control over the Contractor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **Milling and Overlay Services** as identified and responded to in the Contractor's Bid Response. Service shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.
3. **Contract Duration** - This agreement shall commence on **the date of award** and extend through **December 31, 2014** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.
4. **Billing and Payment** - All billing shall be invoiced to the Boone County Resource Management – Engineering Division and billings may only include the prices listed in the Contractor's bid response. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
  - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
  - b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or

76-2014

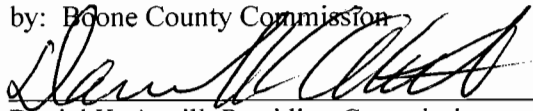
c. If appropriations are not made available and budgeted for any calendar year.

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


APAC MISSOURI INC.

by   
Shawn A. Riley, Vice President  
title \_\_\_\_\_

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

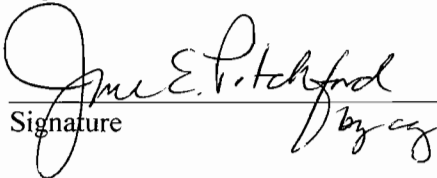
  
County Counselor

ATTEST:

  
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

  
Signature

2/14/14  
Date

2041/71100

Term and Supply

No Encumbrance Required  
Appropriation Account

## **STANDARD TERMS AND CONDITIONS – CONTRACT WITH 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.

**Certificate of Insurance**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

**This is to Certify that**

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

NAME AND  
ADDRESS  
OF INSURED



**Liberty Mutual.**  
**INSURANCE**

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE		POLICY NUMBER	LIMIT OF LIABILITY	
	<input type="checkbox"/> CONTINUOUS	<input type="checkbox"/> EXTENDED			
<b>WORKERS COMPENSATION</b>	9/1/2014		WA7-C8D-004095-023 WC7-C81-004095-013	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: ALL STATES EXCLUDING MONOPOLISTICS STATES AND NY	
				<b>EMPLOYERS LIABILITY</b>	
				Bodily Injury by Accident <b>\$1,000,000</b> Each Accident	
				Bodily Injury By Disease <b>\$1,000,000</b> Policy Limit	
				Bodily Injury By Disease <b>\$1,000,000</b> Each Person	
<b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	9/1/2014		TB2-C81-004095-113	General Aggregate <b>\$2,000,000</b>	
				Products / Completed Operations Aggregate <b>\$2,000,000</b>	
				Each Occurrence <b>\$2,000,000</b>	
				Personal & Advertising Injury <b>\$2,000,000</b> Per Person / Organization	
				Other FIRE DAMAGE \$100,000	
				Other <b>PER PROJECT AGGREGATE Medical Exp-\$5,000</b>	
<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	9/1/2014		AS2-C81-004095-123	<b>\$2,000,000</b> Each Accident—Single Limit B.I. And P.D. Combined	
				Each Person	
				Each Accident or Occurrence	
				Each Accident or Occurrence	
<b>OTHER EVIDENCE OF COVERAGE</b>				Auto: Comp Ded \$10,000/Coll Ded \$10,000	
<b>ADDITIONAL COMMENTS</b> 602211 - Boone County Mill & Overlay Term & Supply 2014 Boone County named as additional insured.					

\* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

**NOTICE OF CANCELLATION:** (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST **30** DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

**Liberty Mutual Insurance Group**

Certificate Holder

\* Boone County Purchasing  
613 E Ash, Rm 109  
Columbia, MO 65201

*Stanley S. Esposito, Jr.*

Stan Esposito

AUTHORIZED REPRESENTATIVE

Pittsburgh / 0387  
12 Federal Street, Ste. 310  
Pittsburgh PA 15212-5706 412-231-1331 2/12/2014  
OFFICE PHONE DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10

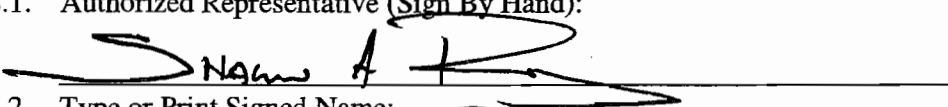
4. Response Form

- 4.1. Company Name: APAC - MISSOURI INC.
- 4.2. Address: 1591 E. PRATHERSVILLE RD.
- 4.3. City/Zip: COLUMBIA, MO 65202
- 4.4. Phone Number: 573-449-0886
- 4.5. Fax Number: 573-449-2980
- 4.6. Federal Tax ID: 66-1320131
- 4.6.1.  Corporation  
 Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

4.7. PRICING

Item No.	Description	Unit	Qty.	Unit Price	Total
4.7.1.	Asphalt Overlay, BP-2, Virgin	Ton	4,000	\$ 71.85	\$ 287,400.00
4.7.2.	Asphalt Overlay, BP-2, R.A.P.	Ton	3,000	\$ 69.35	\$ 208,050.00
4.7.3.	Surface Milling, Asphalt, Contractor Haul-off	SY	20,000	\$ 1.25	\$ 25,000.00
4.7.4.	Surface Milling, Asphalt, County Haul-off	SY	5,000	\$ 1.25	\$ 6,250.00
4.7.5.	Surface Milling, Concrete, Contractor Haul-off	SY	10,000	\$ 1.25	\$ 12,500.00
4.7.6.	Surface Milling, Concrete, County Haul-off	SY	5,000	\$ 1.25	\$ 6,250.00
4.7.7.	Surface Milling, Butt-Joint	SY	500	\$ 9.00	\$ 4,500.00
4.7.8.	Dig-Out Repair, Asphalt, Typical	SY	500	\$ 50.00	\$ 25,000.00
4.7.9.	Dig-Out Repair, Asphalt, Hasty	HR	100	\$ 160.00	\$ 16,000.00
4.7.10.	Dig-Out Repair, Concrete, Hasty	HR	100	\$ 160.00	\$ 16,000.00
4.7.11.	Rock Driveway Transitions	Ton	300	\$ 37.00	\$ 11,100.00
4.7.12.	Temporary Centerline Markers	EA	1,000	\$ 0.75	\$ 750.00
4.7.13.	Restoration	SF	500	\$ 4.00	\$ 2,000.00
4.7.14.	Surface Milling Mobilization	EA	5	\$ 700.00	\$ 3,500.00
4.7.15.	Tack Coat	SY	100,000	\$ 0.05	\$ 5,000.00
<b>Bid Total</b>					<b>\$ 629,300.00</b>

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

- 4.8.1. Authorized Representative (Sign By Hand):  

- 4.8.2. Type or Print Signed Name: SHAWN A RILEY
- 4.8.3. Today's Date: 1/23/2014

**ATTACHMENT A**  
**STATEMENT OF BIDDER'S QUALIFICATIONS**

(File with Bid Form)

1. Number of years in business: 16 If not under present firm name, list previous firm names and types of organizations.

---

---

---

2. Previous Work: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
<u>SEE ATTACHED SHEET</u>			

3. General type of work performed:

---

HEAVY HIGH-WAY

4. There has been no default in any contract completed or un-completed except as noted below:

(a) Number of contracts on which default was made: NONE

(b) Description of defaulted contracts and reason therefore:

N/A

---

---

5. List references:

SEE ATTACHED SHEET

---

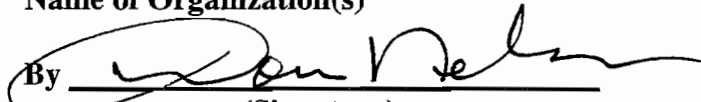
---

---

Dated at 8:00 am

this 24 day of JANUARY, 20 14.

APAC-MISSOURI INC  
Name of Organization(s)

By   
(Signature)

SENIOR ESTIMATOR  
(Title of person signing)

# STATE OF MISSOURI



Robin Carnahan  
Secretary of State

**CORPORATION DIVISION  
CERTIFICATE OF GOOD STANDING**

I, ROBIN CARNAHAN, Secretary of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

**APAC-MISSOURI, INC.**

using in Missouri the name

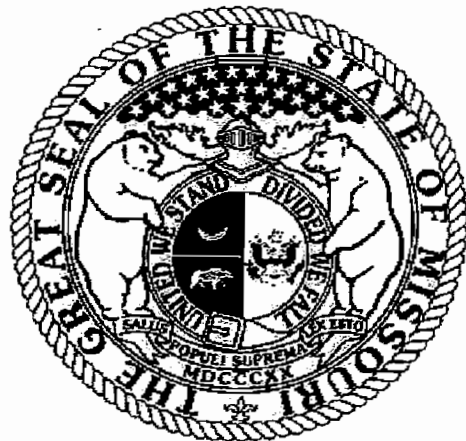
**APAC-MISSOURI, INC.  
F00451487**

a DELAWARE entity was created under the laws of this State on the 28th day of January, 1998, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 26th day of August, 2011

A handwritten signature in cursive script that reads "Robin Carnahan".

Secretary of State



To Whom it May Concern

**STATEMENT OF BIDDERS QUALIFICATIONS:**

Name of Bidder: **APAC-Missouri, Inc.**

Business Address: **1591 E. Prathersville Rd P.O. Box 1117 Columbia, MO 65205**

When Organized: **The original company of the Masters Jackson Companies was in business around forty years before APAC acquired the business in 1998. At that time, the company was the largest hot-mix producer in Missouri. We were involved in many site developments in Missouri and prided ourselves as being a turn key site development contractor capable of all aspects of development construction. Since APAC has acquired the company, we have expanded our capabilities and workforce to encompass all of Missouri and have become a diverse company with capabilities for site development, concrete and asphalt paving, bridge construction, dirt work, drainage structures, underground utilities, and coldmilling of roadways.**

When Incorporated: **We were incorporated into the state of Missouri on January 28, 1998 under APAC-Missouri, Inc.**

Percent(%) of work done by own staff: **80% to 85% completed by own staff. We have expanded our capabilities in recent years to complete more of our own work. This provides us with many opportunities to give the owner a "one-stop" contractor and to minimize subcontractors on the project.**

Failure to complete a project or any defaults on contracts: **Under both the previous business name and now under APAC-Missouri, Inc., we have never failed to complete a project and have never defaulted on a project.**

List of current and recently completed projects:

**Ameren UE Power Plant – Asphalt Work \$380,000**

**Higginsville Airport – Asphalt and Milling \$475,000**

**City of Columbia Tennis Courts Reconstruction – Drainage, Grading, Base Rock & Asphalt \$600,000**

**Love's Truck Stop Boonville – Base Rock, Concrete Curbing, Asphalt \$1,110,000**

**Kirksville High School Track – Reconstruction of Running Track \$450,000**

**Rte I-70 Boone – Asphalt Paving \$6,000,000**

**Rte 249 Jasper – Bridge Work \$29,000,000**

**Rte 65 Taney – Asphalt Paving and Bridge Work \$10,000,000**

City of Boonville – Asphalt Work \$350,000  
City of Brookfield – Asphalt and Milling \$250,000  
City of Cameron – Asphalt and Milling \$100,000  
City of Centerview – Asphalt Work \$190,000  
City of Chillicothe – Asphalt and Milling \$250,000  
City of Columbia – Asphalt and Milling \$300,000  
City of Fulton – Asphalt Work \$250,000  
City of Macon – Asphalt Work \$200,000  
City of Marshall – Asphalt and Milling \$150,000  
City of Mexico Lakeview Park and Bike Trail - \$250,000  
City of Moberly – Asphalt Work \$250,000  
City of Richmond – Asphalt and Milling \$100,000  
Southern Boone Co R-I Schools – Base Rock and Asphalt \$100,000  
Truman State University – Base Rock and Asphalt \$140,000  
University of Missouri – Removals, Base Rock, Concrete & Asphalt \$1,000,000  
Walgreen's Moberly – Base Rock and Asphalt \$100,000  
Wal-Mart Fairview in Columbia –Asphalt and Street Print \$800,000  
Wal-Mart Grindstone in Columbia – Asphalt and Street Print \$850,000







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

### ARTICLE I

#### PURPOSE AND AUTHORITY

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

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

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

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

Company ID Number: 190916

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

**Employer APAC-Missouri, Inc.**

**Shawn Riley**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

**02/17/2009**

Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

**02/17/2009**

Date

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we APAC-MISSOURI, INC.

as Principal, hereinafter called the Principal, and FEDERAL INSURANCE COMPANY

a corporation duly organized under the laws of the State of INDIANA as Surety, hereinafter called the Surety, are held and firmly bound unto BOONE COUNTY, MISSOURI 613 E. ASH STREET, ROOM 109 COLUMBIA, MO 65201

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF AMOUNT BID Dollars (5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2014 MILL & OVERLAY TERM & SUPPLY, 02-24JAN14

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24 day of JANUARY, 2014.

Shelly R Sanders (Witness)

Shelly R Sanders (Witness)

APAC-MISSOURI, INC. (Principal) (Seal) Shawn A Riley (Title) V.P.

FEDERAL INSURANCE COMPANY (Surety) (Seal) John A Pasley (Title) Attorney-In-Fact V.P.

**SURETY ACKNOWLEDGMENT**

STATE OF MISSOURI        }  
COUNTY OF BOONE        } **SS**

On this 24 day of JANUARY, 2014, before me personally came JOHN A PASLEY to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

*Shelly R. Sanders*  
\_\_\_\_\_  
Notary Public

SHELLY R. SANDERS Notary Public - Notary Seal State of Missouri County of Audrain My Commission Expires May 18, 2017 Commission #13791890
--



**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

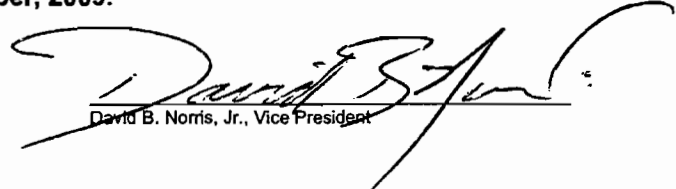
**Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint **David B. Anderson, Michael J. Eshleman, Chad A. Girard, David J. Guillaume, Conrad E. Hake, John A. Pasley, Bryan J. Pope and Shawn A. Riley of Columbia, Missouri**

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bid bonds and bid undertakings not to exceed \$1,000,000.00 (One million United States Dollars) given or executed in the course of business (but not to include any instruments amending or altering the same, nor consents to the modification or alteration of any instrument referred to in said bonds or obligations on behalf of **APAC – Missouri, Inc.** as principal in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bid bonds or bid obligations by such Attorney- in- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **14th** day of **September, 2009**.

  
Kenneth C. Wendel, Assistant Secretary

  
David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

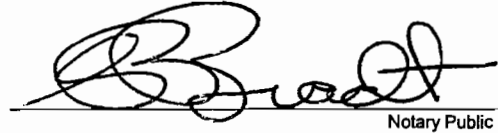
County of Somerset

On this **14th** day of **September, 2009** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarially



**STEPHEN B. BRADT**  
Notary Public, State of New Jersey  
No. 2321097  
Commission Expires Oct. 25, 2014

  
Notary Public

**CERTIFICATION**

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 24 day of January, 2014



  
Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@ chubb.com



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

## *Request for Bid (RFB)*

Amy Robbins, Senior Buyer  
(573) 886-4392 – Fax: (573) 886-4390  
Email: arobbins@boonecountymo.org

---

### *Bid Data*

Bid Number: **02-24JAN14**  
Commodity Title: **2014 Mill & Overlay Term & Supply**

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

---

### *Bid Submission Address and Deadline*

Day / Date: **Friday, January 24, 2014**  
Time: **1:30 P.M. C.S.T. (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash Street, Room 109  
Columbia, MO 65201**  
Directions: The Boone County Annex Building is located on the Southeast corner at 7<sup>th</sup> St. and Ash St. Enter the building from the Southern side. Wheelchair accessible entrance is available on the West side of the building.

---

### *Bid Opening*

Day / Date: **Friday, January 24, 2014**  
Time: **1:30 P.M. C.S.T.**  
Location / Address: **Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash Street, Room 109  
Columbia, MO 65201**

---

### *Pre-Bid Meeting - Optional*

Day / Date: **Wednesday, January 15, 2014**  
Time: **9:00 a.m. C.S.T.**  
Location / Address: **Room 332  
Boone County Government Center  
801 E. Walnut  
Columbia, Missouri, 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**
- Attachment A **Statement of Bidders Qualifications**
- Debarment Certificate**
- Standard Terms and Conditions**
- Prevailing Wage Order 20**
- Affidavit of Compliance with OSHA**
- Affidavit of Compliance with the Prevailing Wage Law**
- Instructions for Compliance with House Bill 1549**
- Work Authorization Certification**
- Certification of Individual Bidder**
- Affidavit for Certification of Individual Bidder**
- Paving Improvements Traffic Control Detail Sheet**
- Dig Out and Repair Detail**
- No Bid Response 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. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Amy Robbins, Senior Buyer, 613 E. Ash Street, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: arobbins@boonecountymo.org.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:  
 1) the provisions of the Contract (as it may be amended);  
 2) the provisions of the Bid;

- 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of all labor, materials, equipment, coordinating and scheduling, and related items required to provide materials for and/or perform work required of the bid items within.
- 2.1.1. **Asphalt Overlay, BP-2, Virgin** (Item 4.7.1.): Plant mix pavement in conformance with Missouri Standard Specifications for Highway Construction, 2011, Section 401. This mix will contain no recycled asphalt pavement or shingles. Contractor must submit a MoDOT approved Job Mix Formula no more than one year old. At County's discretion, this item may be placed in a single lift, or in multiple lifts (wedge/leveling course and surface course). Contractor shall be responsible for sweeping or other means necessary for cleaning of the street prior to performing this item.
- 2.1.2. **Asphalt Overlay, BP-2, R.A.P.** (Item 4.7.2.): Plant mix pavement in conformance with Missouri Standard Specifications for Highway Construction, 2011, Section 401. This mix may contain up to 20% recycled asphalt pavement, however no shingles will be included in this mix. Contractor must submit a MoDOT approved Job Mix Formula no more than one year old. At County's discretion, this item may be placed in a single lift, or in multiple lifts (wedge/leveling course and surface course). Contractor shall be responsible for sweeping or other means necessary for cleaning of the street prior to performing this item.
- 2.1.3. **Surface Milling, Asphalt, Contractor Haul-off** (Item 4.7.3.): Milling of asphalt surfaced streets to a depth prescribed by the County. Typical applications will be 1-3" deep depending on conditions. Contractor will be responsible for haul-off and retainage of millings.
- 2.1.4. **Surface Milling, Asphalt, County Haul-off** (Item 4.7.4.): Milling of asphalt surfaced streets to a depth prescribed by the County. Typical applications will be 1-3" deep depending on conditions. County will be responsible for haul-off and retainage of millings.
- 2.1.5. **Surface Milling, Concrete, Contractor Haul-off** (Item 4.7.5.): Milling of concrete surfaced streets to a depth prescribed by the County. Typical applications will be 1-3" deep depending on conditions. Contractor will be responsible for haul-off and retainage of millings.
- 2.1.6. **Surface Milling, Concrete, County Haul-off** (Item 4.7.6.): Milling of concrete surfaced streets to a depth prescribed by the County. Typical applications will be 1-3" deep depending on conditions. County will be responsible for haul-off and retainage of millings.
- 2.1.7. **Surface Milling, Butt-Joint** (Item 4.7.7.): Milling of butt-joints at driveways, intersections, and project terminus. This milling may occur in asphalt or concrete pavements. Width of butt joints will typically be 72 inches on intersecting public roads; 24" on driveways.
- 2.1.8. **Dig Out Repair, Asphalt, Typical** (Item 4.7.8.): Dig-Out-Repair as shown in attached 'Dig Out and Repair Detail, Revised 8-16-10'. This repair consists of excavation of existing material to 16 inches below existing surface, replaced with woven geotextile fabric, two 6 inch lifts of compacted 1.5" minus aggregate, one four inch lift of compacted bituminous base to existing pavement surface. See attached detail.
- 2.1.9. **Dig Out Repair, Asphalt, Hasty** (Item 4.7.9.): Dig-Out-Repair which will typically be used in the event of a 'blow-up' of existing asphalt pavement during paving operations. Contractor will remove loose material until stable material is reached. Excavated area will be filled with BP-2 asphalt pavement compacted in maximum 4 inch lifts to match existing surface. This item will be paid by hour of time spent performing this work, in half hour increments. Material will be paid for with Item 4.7.1 or 4.7.2.
- 2.1.10. **Dig Out Repair, Concrete, Hasty** (Item 4.7.10.): Dig-Out-Repair which will typically be used in the event of a 'blow-up' of existing concrete pavement during paving operations. Contractor will remove unstable concrete pavement and unsuitable base material until stable material is reached. The excavated area will be filled with BP-2 asphalt pavement compacted in maximum 4 inch lifts to match existing surface. This item will be paid by hour of time spent performing this work, in half hour increments. Material will be paid for with Item 4.7.1 or 4.7.2.
- 2.1.11. **Rock Driveway Transitions** (Item 4.7.11.): This item will use compacted 1" minus aggregate to

- create transitions between new pavement surface and existing gravel driveways.
- 2.1.12. **Temporary Centerline Markers** (Item 4.7.12.): Reflector type temporary centerline markers will be placed on 40' centers delineating lanes of traffic following a resurfacing project.
- 2.1.13. **Restoration** (Item 4.7.13.): This item will typically be used to restore roadside areas that are disturbed due to dig-out repairs. For such dig-out repairs, this item will be paid at 1' width the entire length of the repair; additional restoration outside of the 1' width will be contractor's responsibility.
- 2.1.14. **Surface Milling Mobilization** (Item 4.7.14): This item will be paid to the contractor for each mobilization request (project) that will require use of items: 4.7.3., 4.7.4., 4.7.5., and/or 4.7.6.. Since generally the same equipment will be used for any of the above mentioned bid items, this mobilization charge will be paid only once per project, even in the event that multiple Surface Milling bid items are utilized (ex., if Surface Milling, Asphalt, Contractor Haul-off and Surface Milling, Concrete, Contractor Haul-off are both used on the same project, one mobilization charge will be paid.). It is not the intent of this contract to pay this mobilization bid item for use of bid item 4.7.7., Butt-Joint, as that work is typically performed with more easily accessible equipment that is commonly on the work site already.
- 2.1.15. **Tack Coat** (Item 4.7.15): This item will be used to pay for tack coat used prior to the initial lift of Asphalt Overlay as well as any additional lifts, if used. The bidder should not include the cost of tack coat in the Asphalt Overlay bid items.
- 2.1.16. **Additional Work:** Contractor selected for this contract shall submit to Boone County a schedule of equipment that may be used and labor rates for any additional work that may be encountered that is not contemplated by this contract but may be required to be performed because of unforeseen circumstances at time of construction. Under direction of Engineer or his appointees, contractor shall perform said needed work and account for equipment and labor utilized from said schedule, and submit invoice for said work upon completion of project. Any material used to perform said work with no corresponding bid item in this contract shall be billed to the county for actual cost plus 20%.
- 2.2. **Scope** – There is no minimum quantity of work expressed or implied associated with this contract. However, the below table shows the work intended to be completed with this contract in 2013.
- 2.2.1. **Intended work:**

**\*Note – This list is subject to change, shows the County's intent for the use of this contract \***

2014 Projects	Asphalt	Surface Milling
	Ton	SY
Brock Rodgers Rd.	1,300	0
Joan Ct.	140	0
Brown Station Rd.	3,100	0
Brown Station Dr.	300	0
Spiva Crossing	80	0
Sharidan Hills Sub.	450	4,000
Wellington Dr.	975	0
<b>Total</b>	<b>6,345</b>	<b>4,000</b>

- 2.3. **CONTRACT DURATION** - The contract shall be effective from the date of award through December 31, 2014.
- 2.4. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period.
- 2.5. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.6. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be

submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.

- 2.7. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum annual quantities or total prices.
- 2.8. **TECHNICAL REQUIREMENTS** - All materials provided and work done shall be in accordance with the Missouri Standard Specifications for Highway Construction, 2011.
- 2.9. **SPECIAL PROVISIONS**
- 2.9.1. **Asphalt Cement Price Index**

2.9.1.1. Adjustments will be made to the payments due the Contractor for any plant mix bituminous base, plant mix bituminous pavement, plant mix bituminous surface leveling and asphaltic concrete pavement that contains PG64-22, PG70-22 or PG76-22 when it has been determined that the monthly average price for the midpoint of the published prices of PG64-22 for St. Louis, Missouri area and Kansas City area has fluctuated from the monthly average price of the month the project was bid. The St. Louis, Missouri area and Kansas City area prices will be obtained from the Asphalt Weekly Monitor® published by Poten & Partners Inc. The monthly base price will be the price from the last published Asphalt Weekly Monitor® prior to MoDOT's monthly bid opening. The monthly base price, established prior to the monthly bid opening, shall apply to payment estimates for the following month.

2.9.1.2. The adjusted contract unit price will be applied to the actual amount of asphalt binder used by the Contractor for all asphalt items that are set up by the wet ton mix. The adjustment will be applied to projects that have a quantity of asphalt wet ton mix pay items over 100 tons. The percentage of virgin asphalt as shown in the job mix formula, in accordance with Sec 401.4 and Sec 403.4, will be the basis for adjustments for any asphalt mix type placed on the project during the monthly index period. The effective asphalt obtained from the use of recycled asphalt pavement (RAP) will not be eligible for adjustment. The base price index for PG64-22 will be applied to the asphalt mix for mixes using PG64-22, PG70-22 or PG76-22.

2.9.1.3. Basis of Payment - To determine the adjustment for any material specified in this provision the following formula will be used.

$$A = (B \times C) \times (D - E) \times T$$

Where: A = Adjustment for mix placed during monthly average index period

B = Tons of Mix Placed during the monthly average index period

C = % of virgin asphalt binder as listed in the job mix formula in use

D = monthly average price at time mix placement

E = monthly average price at time of bid

T = 1.04225 to account for Missouri State use tax

2.9.1.4. The engineer will make adjustment payments, as defined above, for the applicable work completed during each month except for projects on which the contractor is being charged liquidated damages, due to working beyond the project completion date, in accordance with Sec 108. In this case, the "D" value used for the price adjustment will be either the last "D" value prior to the date that liquidated damage assessment began or the current monthly "D" value, whichever is lower. If the contractor is being charged liquidated damages due to the contract being beyond the project completion date and the current months "D" value results in a deduction, then the current monthly "D" value will be used.

2.9.1.5. Optional This provision is optional. If the bidder wishes to be bound by this provision, the

bidder shall execute the acceptance form in the Bid. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the Asphalt Cement Price Index.

2.9.2. **Warm Mix Asphalt:** The use of Warm Mix Asphalt is allowed as part of this contract. No unit priced deductions will be given for its use.

2.9.3. **Vibratory Screed:** Contractor is required to use an asphalt paver equipped with a vibratory screed for all work performed under this contract. Said vibratory screed shall be functional, calibrated for the material and conditions of the project, and turned on at all times during paving operations.

2.9.4 **Tack Coat:**

(Taken from MoDOT Engineering Policy Guide Section 407.1.4)

**Application** (Sec 407.4.2) If the tack coat is too heavy or too light, an inadequate bond is created and the mat may slip during compaction, which results in shoving and checking. In addition, a slippage failure (cracking) may occur after the pavement has been subjected to traffic. Bleeding may also occur if the tack coat is too heavy.

The tack coat must be uniformly applied to the existing surface at the rate specified in the contract. Generally, the application rate between the existing pavement and the first lift should be in the range of 0.05 to 0.10 gal/yd<sup>2</sup> \*(Residual AC Content). It is strongly recommended to apply a light tack coat between each lift of bituminous pavement. The application rate between lifts should be in the range of 0.02 to 0.05 gal/yd<sup>2</sup> \*(Residual AC Content).

Depending on the condition of the existing surface, the application rate may need to be adjusted from the specified rate. This is acceptable as long as approval is obtained from the RE and the rate is within the applicable range mentioned above. For example, an open textured surface, such as an SP250 mix, requires more tack than a surface that is tight or dense, such as an SP125 mix. A milled surface requires additional tack because of the increased surface area (from the grooves left by the cutting teeth on the milling machine). A dry, aged pavement also requires a heavier tack coat than a newer pavement. These conditions, and any other possibilities, must be considered when a tack coat is applied.

There is no requirement governing the overlap of a tack coat. However, the best results are generally obtained with a double or triple lap. Therefore, the height of the spray bar on the distributor should be adjusted accordingly.

The tack coat must be allowed to break (cure) prior to spreading mix. Shortly after the tack coat has been applied, its color will change from brown to black as the water in the emulsion begins to evaporate. The emulsion also becomes "tacky" to the touch. The amount of time it takes for the tack coat to break depends on the type and grade of emulsion used, the application rate, the temperature of the existing surface, and the environmental conditions. The tack coat is said to have "set" once all of the water in the emulsion has evaporated. Typically, an emulsion sets in 1 to 2 hours.

If there is reason to believe that the tack coat is being diluted with a material other than water or that the dilution rate is other than what has been reported, a sample should be taken and shipped to the Central Laboratory.

**Tack** (Sec 407.4.2.1) It is extremely important that the tack coat remains on the existing surface in order to create an adequate bond between the existing surface and the mat. Usually, tack is only applied within the length of the lane drop. The tack coat should be allowed to set before it is subjected to construction traffic. Otherwise, the vehicle tires will pick up the tack. At the very least, the amount of construction traffic, including haul trucks, should be minimized.

The tacked surface should be covered with mix the same day. If this is not possible

because of equipment problems (plant or paver breakdowns), sand must be lightly distributed over the tacked surface before opening to traffic. This will “blot” the tack, preventing it from being picked up by the traffic, and provide friction to the surface. When paving resumes, the excess sand must be removed before the mix is spread.

**Purpose** (Sec 407.3.1) The purpose of the tack coat is to improve the bond between the existing surface and the roadway pavement. A tack coat shall be applied to provide a bond between old and new wearing courses. The best results occur when the tack is applied to a dry and clean surface, free of loose material.

**Application Rates** (Section 407.3.2) The application rate will vary from 0.03 to 0.15 gal/yd<sup>2</sup> \*(Residual AC Content), depending on the condition of the old pavement surface. The pavement course surface should be evaluated to determine the amount of tack to be applied. A viscous material should be used because very little penetration of the asphaltic oil into the pavement surface is expected. The tack coat should be allowed to become tacky or sticky before the surface course is laid. Emulsions are recommended for tacking on heavily traveled routes. Too much tack can create a slippage plane between the old pavement and the new pavement overlay as the tack coat acts as a lubricant instead of an adhesive. Also too much tack could result in bleeding of the tack through to the new overlay surface, which can produce a slick pavement condition. After application of the tack, time must be allowed for the tack to break. Breaking is the phenomenon when the asphalt and water in the emulsion separate, beginning the curing process (brown to black color). Traffic should be kept off the tacked area.

**Products** (Section 407.3.3) Asphalt emulsions commonly used for tack coats are diluted SS-1, SS-1h, SCC-1 and CSS-1h. Refer to Standard Specification Section 407 for additional information regarding tack coats.

Tack coat is incidental to asphalt paving.

\* Added for clarification

- 2.9.5. When performing Surface Milling operations, Contractor may encounter paving fabric (PetroMat, GlasPave, TruPave, etc.) that was installed as part of prior projects. No additional payment will be made due to such situation.
- 2.9.6 **Traffic Control** - The contractor shall be responsible for traffic control for all projects performed under this contract. Traffic control shall be consistent with the MUTCD. Traffic control will be incidental to the work being done which requires traffic control.
- 2.9.7. Temporary asphalt transition ramps to accommodate traffic flow on surface and butt joint milled areas will be incidental to those items.
- 2.10. **Warranty** - The contractor shall warranty both the labor and material for a period of one year from the date of application.
- 2.11. **Projects will be inspected by department personnel.**
- 2.12. **BIDDERS EXPERIENCE AND QUALIFICATIONS – The bidder must be approved to perform work under MoDot contracts.** The bidder shall include in the response, written documentation on their qualifications to perform the type of work described in this contract, and the equipment proposed for use on this project. Included shall be a summary of the bidders experience along with information and references regarding contracts, if any, which have been awarded the bidder by other agencies in the State of Missouri during the last 2 years. Government contract information is preferred, but private contract information is acceptable. This information will be



included in the evaluation process in the form of Attachment A.

- 2.13. **SCHEDULING** – It is anticipated that the County will provide the Contractor a list of projects to be completed as part of this contract in March of 2014 with an anticipated date when each project will be finished being prepped by Boone County forces, and ready for the projects. The County will then give the Contractor a notice to proceed on each project when preparations are complete. The contractor will be required to complete all such projects prior to September 1, 2014, but will not be left with less than 60 calendar days to complete the projects. The contractor shall notify the County not less than 14 calendar days prior to the beginning of a particular project. In the event that the County requests additional work outside of the initial request noted above, the Contractor will be required to begin said additional work within 30 calendar days of said request.
- 2.14. **PREVAILING WAGE** - Not less than prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this contract. **Prevailing Wage Order Number 20** is attached. Wage Rate Certifications will be submitted for each employee for hours worked and upon completion of the project and prior to payment, contractor will be required to file with the County an affidavit stating that contractor has fully complied with the provisions and requirements of the Prevailing Wage Law.
- 2.15. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.15.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.15.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included
- The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverage. Should any work be subcontracted, these limits will also apply.

- 2.15.3. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.15.4. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.16. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.17. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.18. **LIEN WAIVERS** - Prior to the release of contract amount, contractor shall file with the County, an affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor and other items covered by the contract;
- 2.19. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Boone County Resource Management – Engineering Division at the following address: Boone County Government Center, 801 East Walnut, Room 315 Columbia, MO 65201. Payment shall be made within 30 days of receipt of a correct invoice.
- 2.20. **DESIGNEE** – Boone County Resource Management – Engineering Division
- 2.21. **Overhead Line Protection:** **The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not

limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

- 2.22. **OSHA Program Requirements** – The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.
- 2.23. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, **and certify compliance by affidavit at the conclusion of the project.**
- 2.24. The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.
- 2.25. **Employment of Unauthorized Aliens Prohibited**
- (a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
  - (b) As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. **Please return a copy of the Memorandum of Understanding** that you will receive following completion of enrollment. This will provide the County the proof of enrollment.
  - (c) Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
- 2.26. **Payment Bond** – Contractor shall provide the County with a Payment Bond in a form acceptable to County whenever the work associated with a mobilization under this Contract is projected to exceed \$25,000.00. Contractor shall provide the Payment Bond within thirty (30) days of request by County. No additional payment will be made to the contractor for the procurement of the Payment Bond. It should be incidental to all bid items.

**3. Response Presentation and Review**

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
  - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
  - 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at [www.showmeboone.com](http://www.showmeboone.com).
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
  - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
  - 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
  - 3.5.1. **Method of Evaluation** - The County will evaluate on qualifications and will use the quantities in Section 2.2.1, or current anticipated work list, to evaluate pricing of major bid items.
  - 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
  - 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
  - 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.



## Standard Terms and Conditions

Boone County Purchasing  
613 E. Ash Street, Room 109  
Columbia, MO 65101

**Amy Robbins, Senior Buyer**

Phone: (573) 886-4392 – 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 office of Resource Management, Design and Construction Division.
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.

# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

## Annual Wage Order No. 20

Section 010  
**BOONE COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Robert A. Bedell, Acting Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 8, 2013**

Last Date Objections May Be Filed: **April 8, 2013**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator	10/13		\$31.66	55	60	\$20.11
Boilermaker			\$32.72	57	7	\$26.89
Bricklayer and Stone Mason	6/13		\$28.25	59	7	\$15.38
Carpenter	6/13		\$24.09	60	15	\$14.45
Cement Mason			\$26.08	9	3	\$11.00
Electrician (Inside Wireman)			\$30.78	28	7	\$12.32 + 13%
Electrician (Outside-Line Construction/Lineman)			\$38.91	43	45	\$5.00 + 37.5%
Lineman Operator			\$33.59	43	45	\$5.00 + 37.5%
Groundman			\$25.97	43	45	\$5.00 + 37.5%
Communication Technician			\$30.78	28	7	\$12.32 + 13%
Elevator Constructor		a	\$43.345	26	54	\$25.095
Operating Engineer						
Group I	6/13		\$27.01	86	66	\$23.43
Group II	6/13		\$27.01	86	66	\$23.43
Group III	6/13		\$25.76	86	66	\$23.43
Group III-A	6/13		\$27.01	86	66	\$23.43
Group IV	6/13		\$24.78	86	66	\$23.43
Group V	6/13		\$27.71	86	66	\$23.43
Pipe Fitter	7/13	b	\$34.75	91	69	\$26.28
Glazier		c	\$28.15	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.81	42	44	\$12.09
First Semi-Skilled			\$22.81	42	44	\$12.09
Second Semi-Skilled			\$21.81	42	44	\$12.09
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			USE CARPENTER RATE			
Marble Mason	6/13		\$21.15	124	74	\$12.68
Milwright	6/13		\$25.09	60	15	\$14.45
Ironworker	8/13		\$27.91	11	8	\$22.04
Painter	6/13		\$21.35	18	7	\$11.72
Plasterer			\$24.84	94	5	\$11.05
Plumber	7/13	b	\$34.75	91	69	\$26.28
Pile Driver	6/13		\$25.09	60	15	\$14.45
Rofer \ Waterproofer	10/13		\$28.05	12	4	\$14.19
Sheet Metal Worker	7/13		\$29.96	40	23	\$15.12
Sprinkler Fitter - Fire Protection	6/13		\$30.02	33	19	\$18.55
Terrazzo Worker	6/13		\$28.15	124	74	\$14.32
Tile Setter	6/13		\$21.15	124	74	\$12.68
Truck Driver-Teamster						
Group I			\$24.50	101	5	\$9.30
Group II			\$25.15	101	5	\$9.30
Group III			\$24.65	101	5	\$9.30
Group IV			\$25.15	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

\*\*Annual Incremental Increase





**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 9:** Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

**NO. 11:** Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

**NO. 12:** Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

**NO. 18:** Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

**NO. 22:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

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

**NO. 40:** Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 6:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 42:** Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate. Overtime shall be computed at half-hour intervals. Shift Work: Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall received eighty (8) hours' pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall received (8) hour's; pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

**NO. 43:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

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

**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.65 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

**NO. 86:** Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 91:** Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

**NO. 94:** Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

**NO. 101:** Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

**NO. 104:** Means eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 8:00 p.m. The standard work week shall be forty (40) hours between 6:00 a.m. on Monday and ending 8:00 p.m. on Friday. An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale.

**NO. 122:** Means forty (40) hours between Monday and Friday shall constitute the normal work week. Work shall be scheduled between the hours of 6:00 a.m. and 6:30 p.m., with one-half hour for lunch. Work in excess of eight (8) hours per day and forty (40) hours per week, and on Saturdays, shall be paid at the rate of one and one-half times the normal rate. Due to inclement weather during the week, Saturday shall be a voluntary make up day.

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 124:** Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

**NO. 126:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.77 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 3:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

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

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

**NO. 7:** The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

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

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

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

**NO. 21:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day shall be paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Sunday, shall be observed on the following Monday and paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Saturday shall be observed on the previous Friday, and paid for at double (2) the straight-time rate of pay. If any of the above listed holidays fall on Friday, Saturday, Sunday, or Monday, creating a three-day weekend, then the entire three (3) days (either Friday, Saturday, and Sunday – if the holiday falls on Friday or Saturday; or Saturday, Sunday, and Monday – if the holiday falls on Sunday or Monday) shall be paid for at double (2) the straight-time rate of pay.

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



**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 44:** All work done on New Year's Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the proceeding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

**NO. 45:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

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

**NO. 55:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

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

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

**NO. 69:** All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

**NO. 74:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

**NO. 76:** Work performed on Holidays shall be paid at the rate of two times the normal rate. Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If a holiday falls on a Sunday, it shall be celebrated on the following Monday, if it falls on Saturday, it shall be celebrated on the preceding Friday.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter		\$29.52	7	16	\$13.50
Millwright		\$29.52	7	16	\$13.50
Pile Driver		\$29.52	7	16	\$13.50
Electrician (Outside-Line Construction/Lineman)		\$38.91	9	12	\$5.00 + 37.5%
Lineman Operator		\$33.59	9	12	\$5.00 + 37.5%
Lineman - Tree Trimmer		\$23.19	32	31	\$5.00 + 23%
Groundman		\$25.97	9	12	\$5.00 + 37.5%
Groundman - Tree Trimmer		\$17.10	32	31	\$5.00 + 23%
Operating Engineer					
Group I	6/13	\$26.09	21	5	\$23.32
Group II	6/13	\$25.74	21	5	\$23.32
Group III	6/13	\$25.54	21	5	\$23.32
Group IV	6/13	\$21.89	21	5	\$23.32
Oilier-Driver	6/13	\$21.89	21	5	\$23.32
Laborer					
General Laborer	6/13	\$26.51	2	4	\$12.07
Skilled Laborer	6/13	\$27.11	2	4	\$12.07
Truck Driver-Teamster					
Group I		\$27.52	22	19	\$10.90
Group II		\$27.68	22	19	\$10.90
Group III		\$27.67	22	19	\$10.90
Group IV		\$27.79	22	19	\$10.90
Traffic Control Service Driver		\$26.415	28	27	\$9.045

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**BOONE COUNTY  
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 2:** Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at any time it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

**NO. 7:** Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

**NO. 9:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**BOONE COUNTY  
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

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

**NO. 22:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 28:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 32:** Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

**BOONE COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

**NO. 4:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

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

**NO. 12:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

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

**NO. 19:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 27:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 31:** All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.



# AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_

State of \_\_\_\_\_, personally came and appeared (name and title)

\_\_\_\_\_ of the (name of company)

\_\_\_\_\_ (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. \_\_\_\_\_ issued by the Division of Labor Standards on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, in carrying out the Contract and work in connection with

(name of project) \_\_\_\_\_ located at

(name of institution) \_\_\_\_\_ in \_\_\_\_\_ County,

Missouri and completed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

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

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director



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

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling or the last page of that Memorandum that includes your firm's name with confirmation of enrollment.**

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.



## CERTIFICATION OF INDIVIDUAL BIDDER

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

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

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

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

**AFFIDAVIT**  
**(Only Required for Certification of Individual Bidder (Option #2))**

State of Missouri                    )  
  )SS.  
County of \_\_\_\_\_            )

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

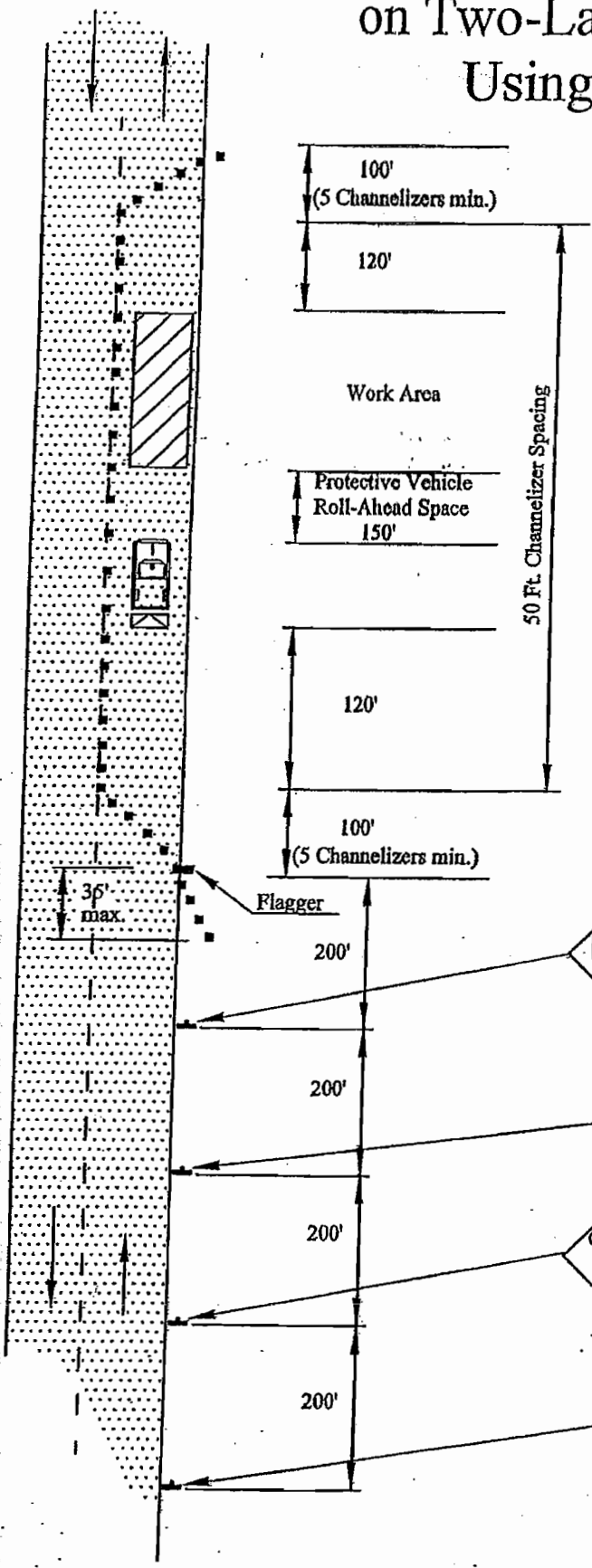
\_\_\_\_\_  
Printed Name

On the date above written \_\_\_\_\_ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

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

My Commission Expires:

# Low Volume Lane Closure on Two-Lane Highway Using Flaggers



**Notes:**

When a temporary road closure is needed, both directions may be stopped at the same time up to a maximum of 20 minutes.

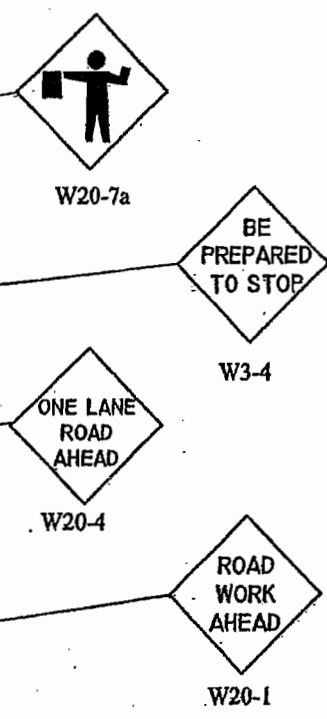
The protective vehicle may be eliminated if adequate sight distance exists and the work vehicle uses activated rotating lights.

For mobile operations where workers are on foot and move with the operation, channelizers may be reduced or eliminated.

Additional warning signs shall be erected at each intersection with another roadway within the work zone. Upon the discretion of the supervisor, additional warning signs may be erected at other intersections within the work zone.

For mobile operations, spacing between flagger and FLAGGER AHEAD sign shall not exceed one mile.

See MUTCD and MODoT Regulations for additional applicable details, notes, and definitions.

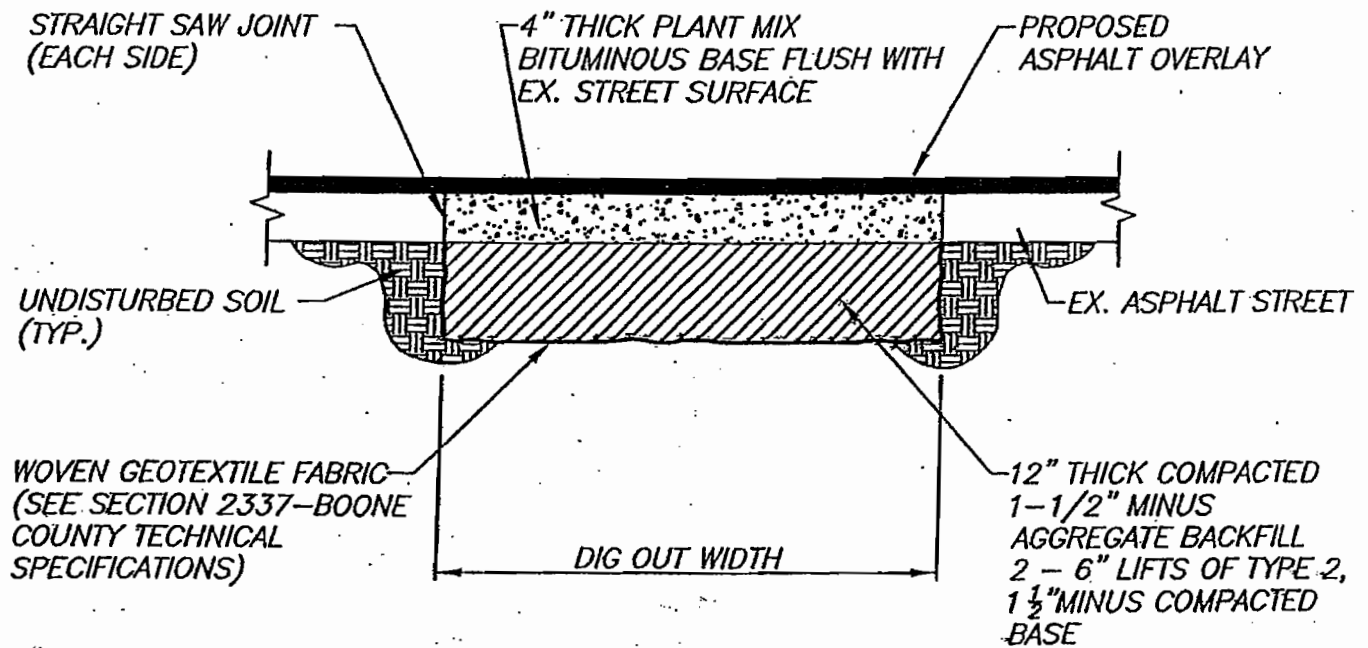


## Paving Improvements Traffic Control Detail Sheet



DESIGN AND CONSTRUCTION DEPT.  
5551 HIGHWAY 63 SOUTH  
COLUMBIA, MISSOURI 65201-9711  
PHONE (573) 448-8515  
FAX (573) 875-1602

PROJECT No.
DATE: 3/22/10
SCALE: Not to Scale
DESIGN BY: A D
DRAWN BY: TC
CHECKED BY:
SHEET 1 OF 1



Notes:

1. Sawcut area designated by Boone County Public Works.
  2. Excavate to a Minimum of 16" Depth\*\*
  3. Compact Bottom and Place Woven Fabric.  
(Mirafi 600X or Approved Equal.)
  4. Place Two (2) 6" Lifts of Type 2 , 1 1/2" Minus Compacted Base.
  5. Place 4" Lift of Compacted Bituminous Base on Primed Base Rock. Finish shall be flush with road surface and have a smooth ride.
  6. Additional Depth shall be backfilled with Type 2 , 1 1/2" Minus Compacted Base. 6" Maximum per Lift.
  7. Base **MUST** be approved by Inspector **BEFORE** placement of Fabric and Rock.
  8. Contractor shall remove and dispose of all materials excavated from the repair area.
- \*\* Additional Depth shall be paid by the Cubic Yard as per the Bid Form.

# Dig Out and Repair Detail

Not To Scale

Revised: 8-16-10



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

***“No Bid” Response Form***

Amy Robbins, Buyer  
(573) 886-4392 – Fax: (573) 886-4390

**“NO BID RESPONSE FORM”**

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

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

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

**Bid: 02-24JAN14 – 2014 Mill & Overlay Term & Supply**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

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

## FILED DOCUMENTS

(Click above to view filed documents that are available)

Date: 1/29/2014

## Business Name History

---

Name	Name Type
APAC-MISSOURI, INC	Legal

---

General Business - Foreign - Information

Charter Number:	F00451487
Status:	Good Standing
Entity Creation Date:	1/28/1998
State of Business.:	DE
Expiration Date:	Perpetual
Last Registration Report Filed Date:	1/13/2014
Last Registration Report Filed:	2013
Registration Report Month:	October

---

Registered Agent

Agent Name:	<u>CSC- Lawyers Incorporating Service Company</u>
Office Address:	221 Bolivar Street Jefferson City MO 65101
Mailing Address:	

# Search Results

**Current Search Terms: APAC\* - missouri\* Inc.\***

**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.

# 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 20th 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 for expenditures and revenue related to the subgrant award from MO ICAC, for Internet Crimes related activities.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1253	3411	Internet Crimes Task Force	Federal Grant Reimburse		13,000
1253	23850	Internet Crimes Task Force	Minor Equipment		3,000
1253	37210	Internet Crimes Task Force	Training		4,000
1253	37220	Internet Crimes Task Force	Training – Travel		3,000
1253	37230	Internet Crimes Task Force	Training – Meals		3,000
					26,000

Done this 20th of February, 2014.

ATTEST:

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

*Daniel K. Atwill*  
 Daniel K. Atwill  
 Presiding Commissioner

*Karen M. Miller*  
 Karen M. Miller  
 District I Commissioner

*Absent*  
 Janet M. Thompson  
 District II Commissioner







## MISSOURI INTERNET CRIMES AGAINST CHILDREN TASK FORCE

101 Sheriff Dierker Court • O'Fallon, MO 63366  
PHONE 636-949-3020, x4447, FAX 636-949-3009

November 15, 2013

Sheriff Dwayne Carey  
Boone County Sheriff's Department  
2121 County Drive  
Columbia, MO. 65202

2011-MC-CX-K012

I am pleased to inform you that per your request, your agency has been awarded a subgrant under the PROTECT Act of 2011 (phase 3) through the MO ICAC Task Force.

The Boone County Sheriff's Department will receive funding in the amount of **\$13,000.00** to cover the purchase of equipment or training.

By accepting the funds awarded, your agency agrees to comply with the ICAC Investigative & Operational Standards and to complete all reporting requirements as dictated by the Office of Juvenile Justice & Delinquency Prevention (OJJDP).

You must have approval prior to purchasing. As a general rule it will be up to the agency to purchase the equipment following your agency's purchasing policy and then send the request for reimbursement to the MO ICAC Task Force. Your agency will need to provide a copy of your purchasing policy for our files. Other arrangements may be made if your agency is unable to initially purchase the equipment. All awarded funds must be expended by June 30, 2014 with all invoices submitted by July 10, 2014.

All equipment will need to be tagged so that it can be inventoried. Tags will be sent for your agency to affix to the items. The inventoried items will be verified during on site visits by the MO ICAC staff. If the items are permanently taken out of service, it will be up to the agency to notify MO ICAC to obtain instructions on the disposition of the item.

All invoices should be mailed to:

**MO ICAC Task Force**  
**ATTN: Ashley Hill**  
**101 Sheriff Dierker Ct.**  
**O'Fallon, MO. 63366**

Please do not hesitate to contact me should you have any questions or concerns in this matter.

Respectfully,

Lt. Chris Mateja

1/30/2014

FY2014  
 Budget Amendments/Revisions  
**Internet Crimes Task Force (1253)**

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification
1	1/29/2014	1253	23850	Internet Crimes Task Force	Minor Equipment & Tools <1000	3,000		2014 Jan - June MO ICAC Grant
		1253	37210	Internet Crimes Task Force	Training/Schools	4,000		
		1253	37220	Internet Crimes Task Force	Travel	3,000		
		1253	37230	Internet Crimes Task Force	Meals & Lodging - Training	3,000		
		1253	3411	Internet Crimes Task Force	State Reimb - Grant	13,000		

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

February Session of the January Adjourned

Term. 2014

County of Boone

} ea.

In the County Commission of said county, on the

20th

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 authorize a closed meeting on Thursday, February 20, 2014, at 2:00 p.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

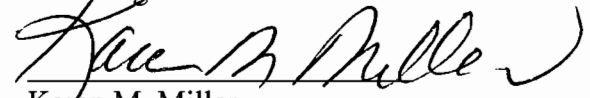
Done this 20th of February, 2014.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner

Absent

Janet M. Thompson  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 2014

County of Boone

In the County Commission of said county, on the

20th

day of February

20 14

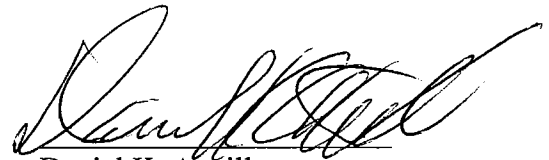
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, February 25, 2014, at 2:00 p.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 20th of February, 2014.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner

Absent

Janet M. Thompson  
District II Commissioner