

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 2nd day of August 20 11

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

Now on this day the County Commission of the County of Boone does hereby **approve** the request of Dubas LLC for a permit for a private airstrip on 506 acres, located at 10001 E Turner Farm Rd., Columbia, subject to the following conditions:

- Private use only, no business operations.
- No FAA approved flight school.
- No FAA approved repair facility.
- No FAA approved Charter/Air taxi services.
- Airfield lighting restricted to pilot activated lighting, set in accordance with landing area requirements.
- The maximum use will be 30 takeoffs and landings per week.
- The runway corridor shall not exceed 4000 feet in length, nor 50 feet in width.
- That development of the property must be done in compliance with all Boone County rules & regulations, such as building codes, zoning, stormwater, land disturbance, and subdivision regulations.
- Applicant is required to submit a revised plan detailing the new runway dimensions.

Done this 2nd day of August, 2011.

ATTEST:

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

Edward H. Robb
 Edward H. Robb
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner

298-2011

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STATE OF MISSOURI }
County of Boone } ea.

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Term. 20 11

In the County Commission of said county, on the 2nd day of August 20 11

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

Now on this day the County Commission of the County of Boone does hereby **approve** the request of Larry and Ruth Ann Douglas to rezone from A-1 (Agriculture) to A-2 (Agriculture) on 12.0 acres, more or less, located at 3750 E Highway 124, Hallsville.

Done this 2nd day of August, 2011.

ATTEST:

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

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

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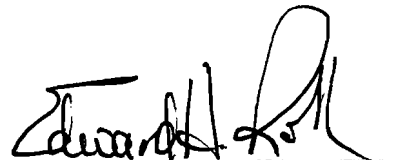
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby **approve** the request by William B. McWilliams Revocable Trust for a revised review plan for Ivy Ridge Development on 2.51 acres, more or less, located at 7105 W Henderson Rd., Columbia.

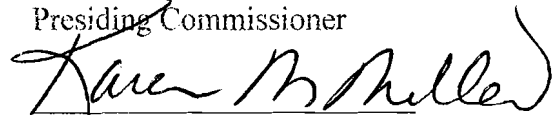
Done this 2nd day of August, 2011.

ATTEST:

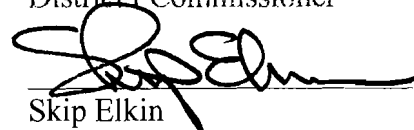
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Edward H. Robb
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

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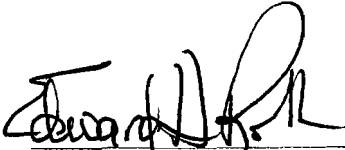
Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plats and authorize the presiding commissioner to sign them:

1. Rolling Creek Estates Plat 2. S 26-T46N-R12W. R-S. Lester and Roxanne Gilpin, owners. David T. Butcher, surveyor.
2. Tutt Estates. S24-T-48N-R14W. A-2. George and Sara Tutt, owners. J. Daniel Brush, surveyor.
3. Knapp. S30-T48N-R13W. A-2. Jo Ann Coats Hofeditz, owner. J. Daniel Brush, surveyor.
4. Parker. S9-T48N-R11W. R-M. Charles-Mona Trust, owner. J. Daniel Brush, surveyor.


Done this 2nd day of August, 2011.

ATTEST:


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



Edward H. Robb
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

301 -2011

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County of Boone } ea.

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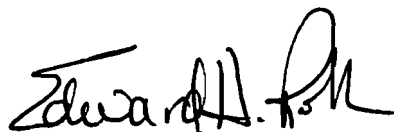
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby adopt the Findings of Fact and Conclusions of Law relative to a conditional use permit for Miller's, Inc. for a warehouse on 5.01 acres, located at 5925 S Hwy 63, Columbia.

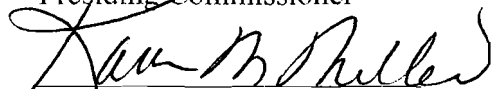
Done this 2nd day of August, 2011.

ATTEST:

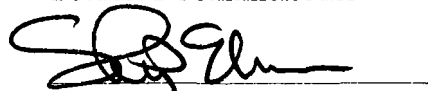
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Edward H. Robb
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

**CONDITIONAL USE PERMIT
BOONE COUNTY, MISSOURI**

PROPERTY OWNER: **Millers's Inc.**

ADDRESS: 5925 S Hwy 63, Columbia.

TAX PARCEL: 21-202-03-01-001.00

LEGAL DESCRIPTION: NW ¼ Sec. 3, Twp. 47 N, Rge. 12 W.

ZONING: C-G (General Commercial)

DATE APPROVED: 5/31/11

CONDITIONAL USE: Warehouse in a completely enclosed building.

CONDITIONS OF APPROVAL:

- No outside storage permitted.

VOID DATE: Void if not used by 5/30/2012 or is not used for any continuous 12 month period from original issue date.

ORDER OF APPROVAL

The Boone County Commission through its presiding officer hereby approves issuance of the above conditional use permit as prescribed above, subject to the conditions of approval specified above. Subject to the conditions for issuance and use of this permit, the Commission finds in issuance of this permit that all requirements for issuance are satisfied and that the Commission further makes its findings of fact and conclusions of law in accordance with the provisions shown on the reverse side hereof, validating issuance of this permit. This permit shall not be valid unless countersigned by the Director of the Boone County Resource Management Department and shall expire unless the use authorized hereunder is exercised within one year after the approval date shown above. This permit shall also be revocable for violation of any term or condition contained in this permit upon the complaint of the director and a showing of good cause upon order of the Boone County Commission in accordance with the regulations applicable hereto.

ATTEST:

Wendy S. Nance
County Clerk

BOONE COUNTY, MISSOURI
BOONE COUNTY COMMISSION

by Edward J. H. [Signature]
Presiding Commissioner

APPROVED:

[Signature]
Director, Boone County Resource Management

Dated: 8/2/11

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 2nd day of August 20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the contract between Public Water Supply District No. 9 and Boone County, Missouri for preliminary engineering services for the Rolling Hills Road Improvement Project. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 2nd day of August, 2011.

ATTEST:

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

Edward H. Robb
 Edward H. Robb
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner



**391 North Rangeline Road
Columbia MO 65201
Voice (573) 474-9521
Fax (573) 474-4347
Website: www.pwsd9.com**

July 20, 2011

DERIN CAMPBELL
Chief Engineer
Boone County Resource Management
801 E Walnut Room 315
Columbia MO 65201

RE: Rolling Hills Road

Dear DERIN,

Please find enclosed the Agreement for Preliminary Engineering Services that have been approved and signed by the Water District. Please have them reviewed and return two (2) signed copies to me.

Please contact me if you have any questions.

Sincerely,

Roger Ballew
Manager

Enclosures (4)

AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

THIS AGREEMENT (“this Agreement”), dated the 19th day of July, 2011, is made by and between **BOONE COUNTY, MISSOURI**, through its County Commission (“County”) and **PUBLIC WATER SUPPLY DISTRICT NO. 9** of Boone County, Missouri (“District”).

In consideration of each Party’s performance of the obligations set forth in this Agreement, the Parties agree to the following:

1. Background and Purposes of Agreement. County has prepared preliminary plans and specifications (“Preliminary Plans”) for Road improvements, known as the **Rolling Hills Road Improvement Project Phase 1B,2** (“Project”), which such Preliminary Plans have been provided to District and are described as follows: **Rolling Hills Road Improvement From Hwy WW to New Haven Road**. The Project may require Relocation of Water Lines owned by District, in areas which will be disturbed by construction in connection with the Project. Both Parties desire to coordinate the work for the Project and for the possible Relocation of District Water Lines, in order to assure that Road construction work can be completed without unreasonable delay and without disruption of water service to District customers. District has determined that District requires the services of a consulting engineer to advise District about the necessity for Water Line Relocation and to assist District in preparing a Relocation plan for Relocation of Water Lines. County, under this Agreement, will reimburse District for all or certain part of the engineering fees and associated costs which will be incurred by District in retaining and using a consulting engineer to assist the District in evaluating the need for and/or in developing a Relocation plan. It has been determined that, in accordance with the County’s Roadway Regulations and the Cooperative Agreement (“the Cooperative Agreement”) between the County and various Boone County Missouri Public Water Supply Districts, dated June 6th, 2001, (which such Cooperative Agreement is incorporated herein by reference) that County may be required to reimburse District for all or part of the costs which will be incurred by District in using an Engineer for the purposes described above. In order to accomplish these objectives, and in order to provide for an agreement between County and District for the reimbursement of all or part of District’s engineering fees and costs, County and District are entering into this Agreement.

2. Terms/Definitions. Unless the context clearly indicates otherwise, each term used in this Agreement, which is defined in Section 2 “Definitions” of the Cooperative Agreement, shall have the same meaning as is provided for by Section 2 of the Cooperative Agreement.

3. Retaining Engineer. District shall promptly retain **Ponzer-Youngquist** (“the Engineering Firm”) to assist District by providing the professional engineering services required by District to determine whether any of its Water Lines must be relocated by reason of the Project, and in identifying those Water Lines which must be relocated by reason of the Project, and in developing Relocation plans for Relocation of such Water Lines.

4. Plans and Specifications Delivered to Engineering Firm. District has delivered the County Preliminary Plans described in Paragraph 1 above to the Engineering Firm for purposes of providing the engineering services described in this Agreement.

5. **Preliminary Evaluation and Plans.** County agrees to promptly advance to District the sum of **Five Thousand Eight Hundred Forty Dollars (\$5840.00)** Based upon County providing electronic copies of road improvement plans for purposes of having the Engineering Firm prepare a **“Preliminary Engineering Evaluation and Plan”** as follows:

5.1 **Option Evaluation and Preliminary Plans.** The Engineering Firm shall prepare an evaluation of the options for avoiding or eliminating conflicts between Water Lines and related District facilities and proposed Road improvements under the County Preliminary Plans. The evaluation shall be directed to examining the most economic means of avoiding or eliminating such conflicts while maintaining the integrity of the water distribution system in terms of general use and maintenance, and may include proposed options for changing County Preliminary Plans. The evaluation shall include, as necessary, preliminary graphic plans addressing each option presented to address conflicts with Water Lines based upon a review of the Preliminary Plans described in paragraph 1 above; and

5.2 **Recommendations.** The Engineering Firm shall make recommendations concerning use of options for addressing Water Line conflicts associated with the County Preliminary Plans (including the Engineering Firm’s reasoning for recommendations) and a detailed scope of work and proposal, including cost estimate for the engineering services of the Engineering Firm to be rendered for purposes of preparing final Water Line Relocation plans on behalf of the District, and including, as necessary, the costs of implementing the various options and recommendations which are presented and recommended; and

5.3 **Cost Estimates.** The Engineering Firm shall make a preliminary estimate of probable construction costs and related costs which will be incurred by District in implementing the Engineer’s various recommended options. Such estimate shall include the time and expenses necessary for the Engineering Firm to communicate and/or meet with County employees and consultants for purposes of evaluating and choosing options to avoid or eliminate conflicts with Water Lines associated with the County’s Preliminary Plans.

6. **Submittal to County.** Promptly upon receipt of the Preliminary Engineering Evaluation and Plan and Cost Estimates described in Paragraph 5 above, such documents shall be provided by District to County, and if requested, such documents shall be provided in electronic form. In addition to the meeting required by paragraph 7 below, County employees and consultants shall be entitled to review and discuss such documents with District and with the Engineering Firm for purposes of evaluating which options presented by the Engineering Firm present the best solution for accomplishing the Project, and to coordinate future work on the Project.

7. **Meeting and Cost Allocation Agreement.** Upon delivery to the County of District's Preliminary Engineering Evaluation and Plan, District and County, and the Engineering Firm if requested by County, shall meet to discuss the development of a Final Water Line Relocation Plan, and District and County shall seek to negotiate and to enter into a Water Line Relocation Cost Allocation Agreement for the actual payment by County to District of all or a portion of District's engineering fees and costs to be incurred for preparing the Final Water Line Relocation Plan and/or District's actual construction costs to be incurred in implementing the Final Water Line Relocation Plan and/or the responsibilities for acquiring, and for paying the costs for acquiring any new Water Line Easement which will be required for the Water Line Relocation. District and County shall, in good faith, seek to agree upon a Water Line Relocation Cost Allocation Agreement ("the Cost Allocation Agreement") in substantially that form attached to the Cooperative Agreement as **Appendix F,** within forty-five (45) days following the submission of the District's Preliminary Engineering Evaluation and Plan. If District and County are unable to achieve an agreement for the payment by County of all or a portion of District's engineering fees and costs for preparing the Final Water Line Relocation Plan, or for construction costs, or for costs of new Easements, within such forty-five (45) days, then District shall, nevertheless, at the written request of County, cause the Engineering Firm to proceed with preparation of the Final Water Line Relocation Plan, and/or (at the written request of the County) proceed with acquiring Easements and/or (at the request of the County) with the actual Water Line Relocation, in order that the construction of the Project will not be delayed. Any Final Water Line Relocation Plan, bid letting, Easement acquisition, and subsequent construction shall be completed no later than the time periods allowed under the Cooperative Agreement. Any agreement between County and District for the reimbursement by County of the District's engineering fees and costs associated with the preparation of the Final Water Line Relocation Plan, shall be memorialized by a Water Line Relocation Cost Allocation Agreement.

Any dispute between District and County over County's share of District's engineering fees and costs and construction and Easement costs associated with the preparation and implementation of the Final Water Line Relocation Plan shall not delay the County's Project, and shall be resolved in accordance with the dispute resolution mechanism set forth in Section 13 of the Cooperative Agreement. It is understood and agreed that a request by the County that District proceed with preparation of Final Water Line Relocation Plans, or with acquiring Easements, or with actual Water Line Relocation, absent a Cost Allocation Agreement, shall not be construed as a resolution of any disputed issue between County and District concerning any reimbursement issue. If County does not provide District with the Final Project Plan, hereinafter described, and authorize District to proceed forward with the preparation of the Final Water Line Relocation Plan within any time limits provided for by the Cost Allocation Agreement, or within ninety (90) days of the submittal by District to County of District's Preliminary Engineering Evaluation Plan, then any agreement between District and County for the allocation of costs for the preparation of District's Final Water Line Relocation Plan, may be terminated by District upon written notice to County.

8. **Final Project Plans.** County shall submit to District, County's Final Project Plans ("Final Project Plans") for County's Project, which such Final Project Plans shall comply with all of the requirements of the Cooperative Agreement.

9. **Development of Final Water Line Relocation Plan.** Upon receipt of County’s Final Project Plans and County’s written request that District proceed with preparation of a Final Water Line Relocation Plan, (“Final Water Line Relocation Plan”), or upon execution of a Water Line Relocation Cost Allocation Agreement and the giving by the County to District of a request that District so proceed, whichever occurs earlier, District shall cause the Engineering Firm to prepare a Final Water Line Relocation Plan for the purpose of avoiding or eliminating conflicts between District’s Water Lines and the Project. District shall provide County with a copy of the Engineering Firm’s contract for engineering services in connection with District’s Final Water Line Relocation Plan, which contract shall include a written description of the Engineering Firm’s scope of work for preparing the Final Water Line Relocation Plan and Engineering Firm’s fees and costs for performing the work for the Final Water Line Relocation Plan. District shall cause the Final Water Line Relocation Plan, and any engineering contract described in this Paragraph 9, to be submitted to County, within the time limits required by the Cooperative Agreement.

10. **Intention that Costs be Shared in Accordance with Cooperative Agreement.** The intention and agreement of District and County is that District and County shall share the engineering fees and costs and construction costs and expenses associated with the Relocation of those Water Lines which must be relocated because of the Project, to the extent and in the manner provided for by the Cooperative Agreement, and that all disputes concerning the sharing of fees, costs and expenses shall be resolved in accordance with Section 13 of the Cooperative Agreement, and that District shall, at County’s Written Request, proceed with the preparation of all Final Water Line Relocation Plans and construction necessary to implement such Final Water Line Relocation Plans, in accordance with the time limits specified in the Cooperative Agreement, so as not to delay the construction of the Project.

11. **Authorized Representatives of District and County.** District shall be bound, in all determinations made with respect to the sharing of costs with County, as provided for by this Agreement, by **the President of Public Water Supply District Number 9**, and all agreements made by such individual for the sharing of costs shall be binding upon District. County shall be bound in all determinations made pursuant to this Agreement including agreements to share costs pursuant to this Agreement, including those agreements provided for by Paragraphs 7, 9 and 10 of this Agreement, by **the Presiding Commissioner of Boone County**, and all agreements made by such individual for the sharing of costs shall be binding upon County.

12. **Extension of Time.** The times for performance specified herein shall be extended when scheduled work is delayed for reasons outside the control of the Party to this agreement who is required to perform such work or to cause such work to be performed, or when it is otherwise mutually agreed that the schedule for work should be modified for good and sufficient cause. If either party to this Agreement becomes and aware of a need for an extension of time or of a delay in the work, then such party shall promptly notify the other party, in writing, of the need for such extension, or of the delay, and of the anticipated extent of such delay.

13. **Suspension or Termination of Work.** If either County or District, without the consent of the other Party, suspends or terminates schedule work to be performed under this Agreement, and, as a result, the other party sustain additional cost or expense, then the Party causing such suspension or termination shall be liable to the other Party for the actual costs and expenses

incurred by the other Party as a result of such suspension or termination; provided that, in the event suspension or termination occurs, both parties shall be required to mitigate any financial loss they may incur as a result of the suspension or termination.

IN WITNESS WHEREOF, County and District have executed this Agreement on the day and year hereinabove first set forth.

Public Water Supply District No. 9

By: *J. L. Rauland*
Chairman, Board of Directors

Attest: *[Signature]*
Clerk

Approved as to sufficient unencumbered appropriations:

Jane E. Pitchford 7/27/11
County Auditor *by* Date
2045-71100

Boone County, Missouri

By: *[Signature]*
Presiding Commissioner

Attest: *[Signature]*
County Clerk *Wendy S. Norce*

Approved as to form:

[Signature] 7/27/11
County Attorney Date

Exhibit 1 - Water Line Relocation Cost Allocation Agreement

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 11

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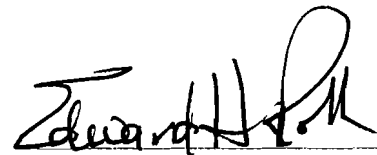
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the City of Columbia cooperative contract 71/2010 Miscellaneous Electrical Services with Mid Missouri Electric. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

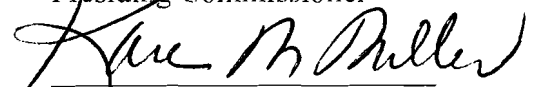
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ATTEST:

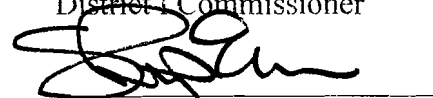
Wendy S. Noren cc
 Wendy S. Noren
 Clerk of the County Commission



Edward H. Robb
 Presiding Commissioner



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: July 18, 2011
RE: Cooperative Contract: 71/2010 – Miscellaneous Electrical Services

COPY

Purchasing and the Sheriff's Office request permission to utilize the City of Columbia cooperative term and supply contract 71/2010 – *Miscellaneous Electrical Services* with Mid Missouri Electric of Columbia, Missouri.

This is a Term and Supply contract. Chad Martin with the Sheriff's Office has requested that we get this contract in place to be used for work performed in the Boone County Sheriff's Annex installing wiring and power for the in-building cellular coverage solution. Mid Missouri Electric was the electrical contractor that wired the building when it was built. MME is also the City's electrical contractor that will be running wiring in the building to install the generator and wire the PSJC dispatch building being constructed next to the Annex. Since these projects are intertwined, the Sheriff's office needs to use the same electrical contractor as the City.

I will also be giving a copy of this contract to our Facilities Maintenance department to use as a Term and Supply contract.

cc: Chad Martin, Sheriff
Bob Davidson, Facilities
Bid File

**PURCHASE AGREEMENT
FOR
Miscellaneous Electrical Services**

THIS AGREEMENT dated the 2 day of August 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Mid Missouri Electric**, 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 **Miscellaneous Electrical Services** in compliance with all bid specifications and any addendum issued for the City of Columbia Contract **71/2010**, Boone County Standard Terms and Conditions, Boone County Insurance Requirements, Work Authorization Certification and Prevailing Wage Order #18. 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 City of Columbia Contract **71/2010** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with miscellaneous electrical services. Prevailing Wage Order #18 with Excessive Unemployment is in effect for the initial contract period. Additional renewal periods shall be governed by the prevailing wage in effect at that time.

Hourly Rate:

Regular Rate:	\$68.00
Overtime:	\$102.00
Saturday Overtime:	\$102.00
Sunday Double Time:	\$136.00
Holiday Double Time:	\$136.00

Material Mark-up: 20%

3. **Contract Term** - This agreement shall commence on **the date written above and extend through June 30, 2012** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one-year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis for a maximum of six (6) months 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.

4. **Billing and Payment** - All billing shall be invoiced to the using department which may include the Boone County Sheriff, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202 and the Boone County Facilities Maintenance, 601 E. Walnut, Room 205, 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 Monthly Statements 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. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

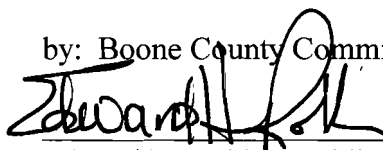
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

MID MISSOURI ELECTRIC

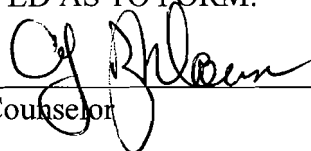
BOONE COUNTY, MISSOURI

by 
 title President MME Inc
DBA Mid Missouri Electric

by: Boone County Commission

 Edward H. Robb, 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.)

<u>June Pitchford by JMG</u>	<u>07/25/2011</u>	County-Wide Term & Supply
Signature <u>No encumbrance required</u>	Date	Appropriation Account

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 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.
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.

PREVAILING WAGE NOTICE OF EXCESSIVE UNEMPLOYMENT

***** NOW IN EFFECT *****

Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. (See Sections 290.550 through 290.580 RSMo.) The unemployment rate has exceeded 5% for the past two months. Therefore, this statute is in effect and will remain in effect as long as this notice is posted. For questions call (573) 751-3403. View the Frequently Asked Questions at

http://www.dolir.mo.gov/ls/faq/faq_PublicWorksEmployment.asp or view the statute 290.550 - 290.580 RSMo, at

<http://www.moga.mo.gov/statutes/C290.HTM>.

Nonrestrictive states, which includes the District of Columbia and the territories, and the words "United States" includes such district and territories, as of January 2008 are: Alabama, American Samoa, Arkansas, Georgia, Guam, Hawaii, Indiana, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Nebraska, New Hampshire, New Mexico, New York, North Carolina, Northern Mariana Islands, Ohio, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington and Wisconsin.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 18

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

Carla Buschjost, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2011

Last Date Objections May Be Filed: April 11, 2011

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker			\$30.76	55	60	\$18.11
Boilermaker			\$32.31	57	7	\$23.95
Bricklayers - Stone Mason			\$28.20	59	7	\$14.33
Carpenter			\$23.59	60	15	\$11.85
Cement Mason			\$25.08	9	3	\$9.65
Electrician (Inside Wireman)			\$30.18	28	7	\$11.94 + 13%
Communication Technician			USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor		a	\$40.945	26	54	\$21.505
Operating Engineer						
Group I			\$26.52	86	66	\$19.19
Group II			\$26.52	86	66	\$19.19
Group III			\$25.27	86	66	\$19.19
Group III-A			\$26.52	86	66	\$19.19
Group IV			\$24.29	86	66	\$19.19
Group V			\$27.22	86	66	\$19.19
Pipe Fitter		b	\$34.00	91	69	\$21.43
Glazier		c	\$26.35	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.36	42	44	\$10.94
First Semi-Skilled			\$22.36	42	44	\$10.94
Second Semi-Skilled			\$21.36	42	44	\$10.94
Lather			USE CARPENTER RATE			
Linoleum Layer & Cutter			USE CARPENTER RATE			
Marble Mason			\$20.62	124	74	\$12.68
Millwright			\$24.59	60	15	\$11.85
Iron Worker			\$27.51	11	8	\$18.30
Painter			\$20.40	18	7	\$10.57
Plasterer			\$24.29	94	5	\$12.12
Plumber		b	\$34.00	91	69	\$21.43
Pile Driver			\$24.59	60	15	\$11.85
Roofer			\$27.90	12	4	\$12.59
Sheet Metal Worker			\$28.90	40	23	\$13.35
Sprinkler Fitter			\$30.84	33	19	\$16.95
Terrazzo Worker			\$27.48	124	74	\$14.32
Tile Setter			\$20.62	124	74	\$12.68
Truck Driver - Teamster						
Group I			\$23.95	101	5	\$8.85
Group II			\$24.60	101	5	\$8.85
Group III			\$24.10	101	5	\$8.85
Group IV			\$24.60	101	5	\$8.85
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Welders - Acetylene & Electric		*				

Fringe Benefit Percentage is of the Basic Hourly Rate

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

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 7:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

**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) hours; 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. 55: Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a weeks 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 8:00 a.m. and ending at 4:30 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 \$2.00 per hour premium for seven and one-half (7½) hours work. Third shift will be for eight (8) hours regular time pay plus \$2.50 per hour premium for seven (7) hour 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. 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.

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.

**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 this eight (8) hours is too 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. 23: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday.

NO. 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. 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.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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, Decoration Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas will also be holidays, but if the employer chooses to work these days, the employee will be paid at straight-time rate of pay. If a holiday falls on a Sunday in a particular year, the holiday will be observed on the following Monday.

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.

Heavy Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
CARPENTER					
Journeyman		\$28.87	7	16	\$11.85
Millwright		\$28.87	7	16	\$11.85
Pile Driver Worker		\$28.87	7	16	\$11.85
OPERATING ENGINEER					
Group I		\$25.60	21	5	\$19.09
Group II		\$25.25	21	5	\$19.09
Group III		\$25.05	21	5	\$19.09
Group IV		\$21.40	21	5	\$19.09
Oiler-Driver		\$21.40	21	5	\$19.09
LABORER					
General Laborer		\$25.06	2	4	\$9.92
Skilled Laborer		\$25.66	7	16	\$9.92
TRUCK DRIVER - TEAMSTER					
Group I		\$26.57	22	19	\$9.85
Group II		\$26.73	22	19	\$9.85
Group III		\$26.72	22	19	\$9.85
Group IV		\$26.84	22	19	\$9.85

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 anytime 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.

**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.

**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. 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.

OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

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

COMMERCIAL WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$35.03	\$4.75 + 42%
Lineman Operator	\$30.24	\$4.75 + 42%
Groundman	\$23.38	\$4.75 + 42%

OVERTIME RATE: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 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.

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

UTILITY WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$35.03	\$4.75 + 39.55%
Lineman Operator	\$30.24	\$4.75 + 39.55%
Groundman	\$23.38	\$4.75 + 39.55%

OVERTIME RATE: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 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.

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



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

6/24/11

NOTIFICATION OF CONTRACT RENEWAL

CITY OF COLUMBIA CONTRACT

7/2010

CONTRACT PERIOD July1, 2011 through June 30, 2012

The City of Columbia has renewed the above contract with your firm with attached price increase, per your renewal offer dated 7/1/11, for one additional year. The current City purchase orders on file will be used for services against this contract. Please contact the Procurement Officer shown below if there are any questions pertaining to this contract.

CONTRACT NUMBER	RENEWAL TERM	CONTRACT YEAR	VENDOR NUMBER	VENDOR NAME/ADDRESS/PHONE
71/2010	7/01/11 - 6/30/12	2 of 5	3155	Mid Missouri Electric 1917 Paris Road Columbia, MO 65201 Phone: 573-875-1545 Fax: 573-442-5673 chris@midmissourielectric.com

Contract: Misc. Electrical Service- Term & Supply

Items Awarded: Per Contract

Price: See Attached

Notes from Procurement Officer:

Terms: Net 30

Sincerely,

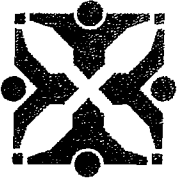
Barb Rorman
Procurement Officer
City of Columbia

Cc: Aaron Ray, Eric Evans, Mindy Barnes, Dan Clark, Richard Wieman, Donna Hargis, Cynthia Mitchell

Regular Rate	\$ 68.00
Overtime	\$ 102.00
Sat Overtime	\$ 102.00
Sunday Dbl Time	\$ 136.00
Holiday Dbl Time	\$ 136.00

Material markup remains 20% (X 1.20)

Bond is included



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

July 1, 2010

NOTIFICATION OF AWARD - CITY OF COLUMBIA

CONTRACT FOR: Miscellaneous Electrical Service Term and Supply

Contract Period is July 1, 2010-June 30, 2011

Your firm has been awarded the contract herein in response to our recent Request for Quote. The purchase orders for this year will be faxed to you. Please reference the appropriate purchase order number on every invoice submitted.

Please contact the Buyer shown below if there are any questions pertaining to this contract.

CONTRACT NUMBER	ITEMS AWARDED	VENDOR NUMBER	VENDOR NAME
71/2010	All line items	3155	Mid Missouri Electric 1917 Paris Road Columbia, MO 65201 Contact: Chris Roberts Phone 573-875-1545 Fax 573-442-5673 e-mail chris@midmissourielectric.com

Regular Rate 64.75/hr	Overtime 97.00/hr	Weekend 97.00/hr	Holiday 97.00/hr	Shop drawings N/C	Mark up for materials 20%
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TERMS: Net 30
Barb Rorman
Barb Rorman
Buyer/Purchasing
573-874-7374

Marilyn Starke
Marilyn Starke, CPPO
Purchasing Agent

cc: Aaron Ray W&L Dist
Eric Evans PW Fleet Ops
Mary Poepsel PW Admin

Dan Clark W&L Engineering
Richard Wieman Public Works

Donna Hargis/JCIC
Cythia Mitchell Landfill

City of Columbia Purchasing

Bid Information

Bid Owner Barb Rorman Procurement Officer
Email bjorman@gocolumbiamo.com
Phone (573) 8747374
Fax (573) 8747762
Bid Number 71/2010
Title Miscellaneous Electrical Services
Bid Type RFQ-F
Issue Date 06/07/2010
Close Date 6/23/2010 2:00:00 PM

Contact Information

Address CITY OF COLUMBIA
105 E Ash Street
COLUMBIA, MO 65201
Contact Dan Clark
Department WATER/LIGHT ENGINEER DIV
Building
Floor/Room
Telephone (573) 8747738
Fax
Email

Ship to Information

Address
Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Supplier Information

Company Name _____
Contact Name _____
Address _____

Telephone _____
Fax _____
Email _____
Signature _____

Supplier Notes

Date ____ / ____ / ____

Bid Notes

It is preferred that this bid be submitted electronically through this e-bid system. Bidders must first register, then upon approval, enter the system (hyper-link is below) utilizing the login name and password chosen by your firm during the registration process. <https://customer.ionwave.net/prod/default.aspx?company=columbia>

Bid Activities

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

Line	Filename	Description
Header	Terms & Conditions of E bidding - Revised 3-1-10.pdf	Terms & Conditions
Header	Insurance Requirements - Construction 1-09.pdf	Insurance Requirements - Construction
Header	Wage Order 17.pdf	PREVAILING WAGE ORDER #17
Header	71-2010 specifications 6410.DOC	71/2010 Miscellaneous Electrical Services Specifications
Header	71-2010 PRICING DOCUMENT 6410.doc	71/2010 Miscellaneous Electrical Services Pricing, Must be completed and attached to your bid submittal.

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Terms and Conditions	Accept terms and conditions	_____ (Required)
2	Insurance Requirements - Bidder Agreement	Successful Bidder agrees to comply with attached Insurance Requirements upon award.	_____ (Required)
3	Payment Terms	Please Indicate Payment Terms:	_____ (Required)
4	Term and Supply Contract Conditions	TERM AND SUPPLY CONTRACT for furnishing City of Columbia with MISCELLANEOUS ELECTRICAL SERVICES, as needed and as requested, from date of award through JUNE 30, 2011. AGREE PRICES WILL BE FIRM FOR THE FIRST YEAR OF THE CONTRACT PERIOD.	_____ (Required)
5	Renewal Options	Term & Supply Contract Renewal Options: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City.	_____ (Required)
6	Cooperative Contract Pricing	Would you be willing to offer the same pricing to members of the Mid-Missouri Public Purchasing Cooperative? (Not responding to this question will not impact the evaluation of this bid.)	_____ (Optional)
7	Bid Bond	Each Bidder shall submit a bid bond, in an amount of not less than 5% of the total bid amount (including all possible alternates), to the Division of Purchasing, prior to the bid closing date and time. Acceptable forms of Bid Bonds: 1.) Traditional Hard Paper Original of the bond or a certified check, payable to the City of Columbia 2.) An Electronic Bid Bond, provided by Surety2000.com, (verified by an eleven-digit code which is generated by the Surety2000 system) and provided by the Contractor in his/her bid submission. Bid bonds, regardless of the format, must be issued by a surety company authorized to conduct business in the State of Missouri, and carrying a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide. The bid bond shall guarantee good faith on the part of the Bidder, to enter into contract within fifteen (15) days at the price bid, if accepted by the City. If submitting (by mail or delivery)a paper bid bond, type in Paper Bond in the box to the right. If Submitting an electronic bid bond, through Surety2000, type in the 11 digit verification provided by Surety2000 in the box to the right.	_____ (Required)

- | | | | |
|----|--|---|------------------|
| 8 | Performance, Labor & Material Payment Bond | <p>Bidder Acknowledges the following requirements: On award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond in an amount \$130,000.00 through the life of the contract, guaranteeing faithful compliance with all requirements of the Contract.</p> <p>The Surety Company issuing the bonds must be authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide.</p> | _____ (Required) |
| 9 | Prevailing Wages | <p>This Project requires that Prevailing Wages be paid to all employees who work in specific classifications, as identified within the attached wage order.</p> | _____ (Required) |
| 10 | 71/2010 Price Page | <p>Completed and attached Price Page to include labor from attachments above.</p> | _____ (Required) |
| 11 | STATEMENT OF BIDDER QUALIFICATIONS | <p>Indicate if the statement of bidder's qualifications form has been completed and attached to your bid response or faxed to 573-874-7762 Ref: Bid # 71/2010</p> | _____ (Required) |

Line Items

	Qty	UOM	Description	Response
1	1	EA	Labor Rates, Complete 71/2010 Pricing found in the bid attachment, and submit with your bid response.	\$ _____

Supplier Notes: _____

71/2010 Miscellaneous Electrical Services Term & Supply Specifications

TERM AND SUPPLY CONTRACT, RFQ #71/2010, for furnishing various City departments in and around Columbia, Missouri with ELECTRICAL SERVICES on an as needed basis from date of award for a 12-month contract period.

RENEWAL OPTION

The City reserves the right to renew this contract for additional one-year periods, up to a maximum of four additional years, based on agreement as to pricing, past vendor performance, current scope of work, contractor availability and any other contractual considerations.

SCOPE OF WORK

This contract is intended for miscellaneous commercial building and equipment electrical services. A sampling of the type of work some of the city departments would require from the Contractor is listed herein as EXHIBIT A. For work estimated in excess of \$15,000.00, the City reserves the right to bid out such work on a competitive basis. Contractor may be expected on occasion to provide shop drawings for proposed work in order to obtain City building permits. Permits are the responsibility of the Contractor.

City department will contact Contractor for work as needed. The requesting department will meet with the Contractor on site and walk through the job and reach a mutual understanding verbally as to the scope of the work and the completion date. Contractor shall then work up and furnish requesting department a written cost estimate detailing the job description, with labor and materials costs broken out separately along with estimated completion date in an email to the representative of the requesting Department. For each project Contractor is assigned, the Contractor and the representative of City Department will reach agreement on the project cost estimate and project completion time via email before the project is authorized to begin. Any changes to the scope of work which will increase or decrease the cost of the project shall be submitted to and approved by the representative of the requesting Department in a two-way email exchange before the change in scope is authorized. Contractor will endeavor to complete all work within the agreed upon time frame and within the estimated budget. Any project delays or cost overruns that exceed the initial email project completion time and cost estimate will need to be approved by the City Department's designated representative.

The City will reimburse the Contractor based on the actual work hours and actual materials cost needed to complete the work, not based on the estimated hours and estimated materials costs. Repeated dissatisfaction on the part of the City with the ability of the Contractor to accurately estimate the scope of the work, time required and to predict the cost of the work assignment may result in a cancellation of the Contract. Upon completion of the work, requesting department will inspect the work and upon acceptance contractor shall submit an invoice detailing the time and labor, and materials used. Invoices shall be submitted directly to Finance/Accounts Payable for processing.

Successful bidder shall provide the City with a Certificate of Insurance with coverage amounts per the enclosed insurance requirements, and naming the City of Columbia as "additional insured" on the policy for any work performed against this contract. No work will be authorized without this insurance coverage.

The City shall cause to be inserted in the Contract a stipulation to the effect that not less than the prevailing hourly rate of wages, as found by the Missouri Division of Labor Standards, shall be paid to all workers performing work under this Contract. A copy of Annual Wage Order No. 17 is enclosed.

QUALIFICATIONS

Bidders must provide evidence that they have a minimum of three years' past experience in the type of work as outlined herein. Bidders must provide evidence that they have been licensed as an electrical contractor in the State of Missouri for a period of not less than three consecutive years, and currently be engaged in the business of such work. Bidder must hold a master electrician's license in order to draw out electrical permits from City

Protective Inspection for certain types of work needed by the City of Columbia. COMPLETION OF THE ENCLOSED STATEMENT OF BIDDERS QUALIFICATIONS IS REQUIRED.

Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the City pursuant to all applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the firm bidding this contract is licensed to perform the type of activities or work described herein.

Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.

In addition to complying with all pertinent codes and regulations, the successful bidder must comply with:

- All pertinent requirements of the local codes and utility companies.
- National Electric Code, NEC, latest edition.
- Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.
- All OSHA requirements for workplace safety standards.

BID CLARIFICATION

Any questions or clarifications concerning bid documents should be addressed in writing, and no later than ten days prior to Bid Closing Date, to the attention of Barb Rorman, Procurement Officer, City Purchasing Division, 701 E Broadway, Fifth Floor, Columbia, Mo 65201. Email address: bjrorman@gocolumbiamo.com

CONTRACT AWARD

The City will award this contract based on the offer or offers which best meet the City's operating needs. The City reserves the right to accept or reject any and all bids in the best interest of the City of Columbia.

CONTRACTOR RESPONSIBILITY/SERVICE REQUIREMENTS

Contractor will be responsible for obtaining any and all required permits. Cost of such permits may be added to the job invoice for payment by the City.

Contractor shall expect to provide normal electrical construction service during normal business hours. Normal business hours are Monday through Friday, 7:00 am to 5:00 pm and excluding holidays, unless approved through requesting department in writing. Customer outages needed to cut services over from old feed to new feed are to be scheduled at a time acceptable to the customer. This will often result in overtime, after hours, or weekend work.

Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time while contractor is performing work under this contract. Contractor must take all necessary steps to assure proper safety while performing work under this contract.

Workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.

Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. Contractor, at the Contractor's expense, shall dispose of all surplus material, rubbish and debris. Work areas shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The City is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the City department's designated representative shall be consulted. A site inspection will be conducted by the Contractor and the City department's designated representative after the project is complete. If any areas are determined to be unsatisfactory or incomplete, the Contractor will have these areas corrected at their expense and a final inspection will be conducted, after which a written approval will be provided to the Contractor.

Contractor shall be responsible for repair of any accidental damage to City or private property and restoration of any accidental facility damage, caused by the Contractor's activities. Repair and restoration shall be to the satisfaction of the City. Any repair/restoration of these accidental damages shall be performed at no cost to the City. When unavoidable property disruption and/or damage results from sawcutting of pavements, excavation work, transformer pad installation, and/or conduit installation required to build new services, and restoration of surfaces affected by the work is needed, and where this property disruption is an unavoidable part of the new construction work, the City may direct other concrete, asphalt and/or landscaping contractors to replace pavements, landscaping, grass, trees, shrubbery as needed, so that this kind of restoration work will normally be done by others, saving electrician crews for electrical work

Contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice the brand name and part/model number of all parts used. All work shall be warranted for a minimum period of one year from date of installation. Parts shall carry the manufacturer's standard warranty.

All materials provided by the Contractor shall be new and of high quality that shall give long life and reliable operation.

RESPONSE TIME

Contractor will endeavor to begin normal electrical construction work assignments within five (5) working days of notice. Contractor shall expect to occasionally receive emergency trouble calls which will require immediate response, taking a higher priority than normal electrical construction service work. Contractor shall have a sufficiently deep team of electricians to be able to rapidly shift priorities and crew assets in order to effectively respond to emergency trouble calls. Repeated dissatisfaction with the availability of the Contractor to do normal electrical construction work assignments within a reasonable time frame as needed to support the City in its improvement projects, and/or to respond effectively to emergency trouble call work may result in cancellation of the contract.

71/2010 EXHIBIT A

Solid Waste Division

The City of Columbia Landfill and Material Recovery Facility are located at 5700 Peabody Road, Columbia, Mo 65202. The landfill processes an average 600 tons per day of waste delivered by city collection vehicles as well as private haulers and individuals from the mid-Missouri area. Landfill cells are operated under EPA Subtitle D regulations, including leachate collection and methane gas collection and control systems. Both systems have various electrical pumps and equipment involved.

The Material Recovery Facility processes over 7,700 tons of recyclables per year. The material runs over various conveyors and screens to be cleaned and sorted into commodities that are baled and marketed to end users, such as manufacturing mills, processing plants, etc. The facility houses a container sort line that includes a crossbelt magnet, a glass pulverizing system, two fiber screening plants, a fiber sort line, a 100 horse power horizontal baler, a vertical downstroke baler, and multiple variable speed conveyors.

Type of work the successful bidder may anticipate will include, but not be limited to:

1. Working with 480 volt, 3 phase motors and controllers.
1. Installing new electrical bases and meters, both single and 3 phase.
2. Wiring new recycling processing equipment, both single and 3 phase.
3. Troubleshooting and repairing of recycling balers, water pumps, cameras, etc.
4. Installing outdoor lighting on buildings and poles.

Water and Light, Electrical Division

Contractor work will involve building new electrical service entrances for service conversion and undergrounding projects, including the placement of meter bases. Electrician will be required to draw out electrical permits from City Protective Inspection for this type of work and such work will need to pass inspection by the Protective Inspection Division before meter bases could be turned on. This work will normally be coordinated with John Blakemore at Water & Light Engineering, 874-7313.

Water and Light, Water Division

Will require contractor to assist with maintenance replacement and upgrade of water production equipment, including large and small motors, pumps, fans, circuit breakers, electrical panels, motor starters, running new data, telemetry, fiber optic and control circuitry. This work will normally be coordinated with Mike Anderson at the McBaine Water Treatment Plant, 445-3517.

All work by the Contractor at any City property must meet the requirements of the National Electrical code (NEC) and other City Public Works and Water and Light Department standards. Contractor and his crew must work in accordance with OSHA workplace safety standards and requirements.

72/2010 PRICING

1. Service rate:

Bidders shall quote service rate per man hour for providing electrical services to the City of Columbia. Rates to include all costs (direct and deliverable) necessary to perform the work required; ie- travel, mileage, equipment, insurance, etc). Regular rate is based on a normal work week (7:00 am to 5:00 pm, Monday through Friday).

REGULAR	OVERTIME	WEEKENDS	HOLIDAYS
\$ _____/Hour	\$ _____/Hour	\$ _____/Hour	\$ _____/Hour

2. Bidders to quote an hourly rate for providing shop drawings, as needed, for any proposed work under this contract.

\$ _____/Hour

3. Percentage markup:

Quote a percentage markup over cost for materials used in the performance of these services. A copy of the invoice for materials used must be submitted with the billing for work performed, when materials are provided by the Contractor. The City reserves the right to furnish all or part of the materials required for each job.

Project Materials under \$5,000.00 \$ _____%

Project Materials over \$5,000.00 _____%

(To include all freight, overhead, etc)

4. Bidders shall indicate the number of employees currently under hire in each of the following categories:

- | | | |
|----|------------------------|-------|
| 1. | MASTER ELECTRICIAN | _____ |
| 2. | JOURNEYMAN ELECTRICIAN | _____ |
| 5. | APPRENTICE ELECTRICIAN | _____ |
| 4. | OTHER - LIST: | _____ |
| | | _____ |
| | | _____ |

71/2010 STATEMENT OF BIDDER QUALIFICATIONS

Each Bidder for the work included in the specifications and drawings (if applicable), and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. NAME OF BIDDER:

2. BUSINESS

ADDRESS: _____

3. Date Organized: _____

4. Date Incorporated: _____

5. If NOT INCORPORATED, state type of business and *provide your Federal Tax Identification Number.*

6. Number of years engaged in contracting business under present firm name:

7. If you have done business under a different name, please give that name and location:

8. Percent (%) of work done by own staff: _____%

9. Have you ever failed to complete any work awarded to your company?

If so, where and why?

10. Have you ever defaulted on a contract? _____
If so, where and why?

11. On a separate attachment, list all projects completed or currently in progress within the last three years including the dollar value of each. For each job, show where and when the work was done and who the work was done for. Include contact names, telephone numbers, and a description of work done.

12. Submit as an attachment, copies of certifications/licenses that document your firm as an electrical contractor and master electrician in the State of Missouri and City of Columbia, and currently licensed to perform the work described in this bid.

13. Resumes need to be submitted with bid response for employees who will be directly involved in performing work in this contract. Such information should document employees' past experience and education and licenses for the type of work required herein.

14. Bidder shall indicate the number and type of vehicles, and any specialized equipment currently in use at the company for the type of work included in this contract: you may attach an additional sheet if needed.

<u>Vehicle Type</u>	<u>Quantity</u>
_____	_____
_____	_____
_____	_____
_____	_____

15. Bidder shall state the average dollar value of on-hand electrical parts and supplies inventory.

EPLS

Excluded Parties List System



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : mid missouri electric
State : MISSOURI

As of 18-Jul-2011 12:46 PM EDT

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk

(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.

Karen H. Slates Sec/Treas
Name and Title of Authorized Representative

Karen H. Slates
Signature

7-19-11
Date

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 **MME, Inc dba Mid-Missouri Electric** (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: 204461

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

Name: **Christopher W Roberts**
Telephone Number: **(573) 875 - 1545** Fax Number: **(573) 442 - 5673**
E-mail Address: **chris@midmissourielectric.com**

Name: **Karen H Slates**
Telephone Number: **(573) 875 - 1545** Fax Number: **(573) 442 - 5673**
E-mail Address: **karen@midmissourielectric.com**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

07/19/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER The Insurance Group, Inc. 200 East Southampton Drive Columbia, MO 65203 Mary Davidson, CIC	573-875-4800	CONTACT NAME: Mary Davidson	
	573-875-4514	PHONE (A/C, No, Ext): 573-875-4800 FAX (A/C, No): 573-875-4514 E-MAIL ADDRESS: mdavidson@theinsurancegrp.com PRODUCER CUSTOMER ID #: MMEIN-1	
INSURED MME, Inc. dba Mid-Missouri Electric Karen or Larry Slates 1917 Paris Road Columbia, MO 65201	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: United Fire & Casualty Co.		13021
	INSURER B: The Hartford Insurance		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR No Deductible GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		60354437	11/30/10	11/30/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		60354437	11/30/10	11/30/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$		X	60354437	11/30/10	11/30/11	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	84WBCIQ5226	11/30/10	11/30/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment			60354437	11/30/10	11/30/11	Leased/ Rented 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is an additional insured as their interest may appear on the General Liability, Automobile Liability and Excess Liability.

CERTIFICATE HOLDER	CANCELLATION
COUNT-5 County Of Boone c/o Boone County Purchasing 601 E. Walnut - 2nd Floor Columbia, MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Mary Davidson</i>

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 2nd day of August 20 11

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

Now on this day the County Commission of the County of Boone does hereby award bid 30-29JUN11 – Shop Fluids Term and Supply to Champion Brands LLC. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 2nd day of August, 2011.

ATTEST:

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

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Boone County Purchasing

Tyson Boldan
Buyer



601 E. Walnut, Room 209
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Tyson Boldan, Buyer
DATE: July 13, 2011
RE: 30-29JUN11 – Shop Fluids Term and Supply

The Bid for Shop Fluids Term and Supply closed on June 29, 2011. Two bid responses were received but only one response met with the Terms and Conditions required by Boone County. Purchasing and the Public Works Departments recommend award to Champion Brands LLC., for offering the lowest and best bid for Boone County.

This is a term and supply contract and will be paid from department 2040 – PW – Maintenance Operations, account 59050 – Engine Fluids. \$30,000.00 was budgeted for this Term and Supply.

Attached is the Bid Tabulation for your review.

cc: Contract File
Greg Edington

**30-29JUN11 - Shop Fluids
Term and Supply**

**Champion Brands
LLC**

ITEM #	Unit of Measure	DESCRIPTION	Proposed Brand	QTY	UNIT PRICE	EXT PRICE (Qty x Unit Price)
4.7.1.	gal.	15W-40		2,750	\$9.51	\$26,152.50
4.7.2.	gal.	15W-40 (Extended Service)		2,750	\$10.76	\$29,590.00
4.7.3.	gal.	Hydraulic Oil (ISO-46)		500	\$7.01	\$3,505.00
4.7.4.	gal.	Coolant (DexCool or equal)		60	\$8.54	\$512.40
4.7.5.	gal.	Coolant (Extended Life) 50/50.		110	\$9.86	\$1,084.60
4.7.6.	qts.	Gear Lubricant		50	\$8.62	\$431.00
4.7.7.	Boxes	Grease (Cartridge)		36	\$21.79	\$784.44
4.7.8.	120 lb.	Grease		1	\$255.10	\$255.10
4.7.9.	qts.	Dexron III		30	\$29.80	\$894.00
4.7.10.	qts.	Dexron VI		60	\$2.41	\$144.60
4.7.11.	qts.	Mercon V		120	\$3.85	\$462.00
4.7.12.	qts.	Mercon LV		120	\$5.79	\$694.80
4.7.13.	qts.	Mercon SP		30	\$5.28	\$158.40
4.7.14.	qts.	ATF +4		30	\$4.58	\$137.40

4.7.15.	gal.	Allison Transmiss ion Fluid		110	\$36.28	\$3,990.80
4.7.16.	1 quart containers	5W-20		60	\$2.79	\$167.40
4.7.17.	1 quart containers	5W-30		60	\$32.83	\$1,969.80
4.7.18.	qts.	10W-30		120	\$2.59	\$310.80
4.7.19.	qts.	Power Steering Fluid		60	\$2.58	\$154.80
4.7.20.	Qts.	5W-30 Dexos Motor Oil		75	\$2.74	\$205.50
4.7.22.	gal.	Universal Tractor Fluid		1000	\$7.09	\$7,090.00
4.7.22.	gal.	Propylene Glycol (50/50)		220	\$9.09	\$1,999.80
4.7.23.	gal.	Diesel exhaust Fluid 2.5 gallon container			\$8.79	
4.7.24.	gal.	350 Gallon Bladder skid mounted.			\$2.55	
4.7.25.			TOTAL (4.7.1 – 4.7.21.)			\$54,542.64

Boone County Purchasing

Tyson Boldan,
Buyer



601 E. Walnut, Rm. 209
Columbia, MO 65201
(573) 886-4392
(573) 886-4390

TO: Greg Edington

FROM: Tyson Boldan,
Buyer

DATE: July 1, 2011

RE: Bid Award Recommendation #30-29JUN11 – Shop Fluids Term and Supply

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

DEPARTMENT REPLY:

Please complete the following:

Department Number: 2040

Account Number: 59050

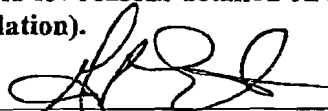
Budgeted: \$ 30,000

Award Bid by low bid to Champion Brands LLC.

Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).

Recommend rejecting bid for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature: _____


Greg Edington

Date: 7/6/11

* Pending vendor clarification of item 4.7.9, - used case price instead of Qt. price.

**PURCHASE AGREEMENT
FOR
SHOP FLUIDS TERM AND SUPPLY**

THIS AGREEMENT dated the 2 day of August 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Champion Brands LLC.**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **Shop Fluids Term and Supply**, bid number **30-29JUN11**, any applicable addenda, and the Contractor's bid response dated **May 29, 2011** and executed by **Gary Long** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall be for the period **July 01, 2011 through June 30, 2012** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **five (5) additional six month periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response. **4. Delivery** - Contractor agrees to deliver the items as specified within one day after receipt of order.

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

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

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

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

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

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

CHAMPION BRAND LLC.

by 

title General Manager

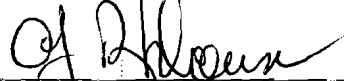
address P.O. Box 645 / 1001 Golden Drive
Clinton, MO 64735

BOONE COUNTY, MISSOURI

by: Boone County Commission


Edward H. Robb, Presiding Commissioner

APPROVED AS TO FORM:

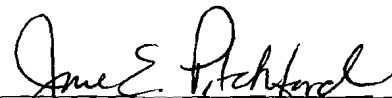
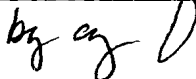

County Counselor

ATTEST:


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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


Signature by 

7/25/11
Date

2040/59050 Term/Supply
No Encumbrance Required
Appropriation Account

County of Boone
Purchasing Department

4. Revised Response Form

4.1. Company Name: CHAMPION BRANDS LLC
 4.2. Address: P.O. Box 645 1001 Golden Drive
 4.3. City/Zip: CLINTON, MO 64735
 4.4. Phone Number: 660-885-8151
 4.5. Fax Number: 660-885-2867
 4.6. Federal Tax ID: 43-1790642

4.6.1. Corporation LLC
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 (If Individual, Bidder must complete
 Certification of lawful presence in U.S. on attached form).
 Other (Specify) _____

4.7. Pricing - please bid by unit of measure listed in this table

ITEM #	Unit of Measure	DESCRIPTION	Proposed Brand	QTY	UNIT PRICE	EXT PRICE (Qty x Unit Price)
4.7.1.	gal.	15W-40	CHAMPION Premium HD	2,750	\$ 9.51	\$ 26152.50
4.7.2.	gal.	15W-40 (Extended Service) TBN II	CHAMPION ALL FLEET T	2,750	\$ 10.76	\$ 29590.00
4.7.3.	gal.	Hydraulic Oil (ISO-46)	CHAMPION	500	\$ 7.01	\$ 3505.00
* 4.7.4.	gal.	Coolant (DexCool or equal)	CHAMPION	60	\$ 8.54	\$ 512.40
4.7.5.	gal.	Coolant (Extended Life) 50/50.	FINAL CHARGE 50/50	110	\$ 9.86	\$ 1084.60
4.7.6.	qts. ✓	Gear Lubricant	VALVOLINE	50	\$ 8.62	\$ 431.00
4.7.7.	Boxes	Grease (Cartridge)	CHAMPION POLY7	36	\$ 21.79	\$ 784.44
4.7.8.	120 lb.	Grease	CHAMPION POLY7	1	\$ 255.10	\$ 255.10
4.7.9.	qts.	Dexron III	CHAMPION	30 2.44	\$ 29.28	\$ 87.84
4.7.10.	qts.	Dexron VI	PENNZOIL	60	\$ 2.41	\$ 144.60
4.7.11.	qts.	Mercon V	MOTORCRAFT	120	\$ 3.85	\$ 462.00
4.7.12.	qts.	Mercon LV	MOTORCRAFT	120	\$ 5.79	\$ 694.80
4.7.13.	qts.	Mercon SP	MOTORCRAFT	30	\$ 5.28	\$ 158.40
4.7.14.	qts.	ATF +4	CITGO	30	\$ 4.58	\$ 137.40
* 4.7.15.	gal.	Allison Transmission Fluid	MOBIL TRANSYN	110	\$ 36.28	\$ 3990.80
* 4.7.16.	1 quart containers	5W-20 Synthetic Blend	CHAMPION	60	\$ 2.79	\$ 167.40

APX SN / RF-5 Dexos 1
 Synthetic Blend
 4231 H

4.7.17.	1 quart containers	5W-30	CHAMPION	60 22 AT	\$ 32.83	\$ 164.40
4.7.18.	qts.	10W-30	CHAMPION	120	\$ 2.59	\$ 310.80
4.7.19.	qts.	Power Steering Fluid 4182 H	CHAMPION	60	\$ 2.58	\$ 154.80
4.7.20.	Qts.	5W-30 Dexos Motor Oil	CHAMPION	75	\$ 2.74	\$ 205.50
* 4.7.22.	gal.	Universal Tractor Fluid	DURAtech 303	1000	\$ 7.09	\$ 709.00
4.7.22.	gal.	Propylene Glycol (50/50) (OLD WORLD)	SIERAA 50/50	220	\$ 9.09	\$ 1999.80
4.7.23.	gal.	Diesel exhaust Fluid 2.5 gallon container	TERRACAIR		\$ 8.79	8.79
4.7.24.	gal.	350 Gallon Bladder skid mounted.	TERRACAIR		\$ 2.55	841.50
4.7.25.			TOTAL (4.7.1 - 4.7.21.)			\$ 72552.87

4.8. Maximum Percentage Increase or decrease for any renewal period
10 %

4.8.1. Minimum discount from list for all products introduced after inception of the contract and all existing products not specified herein:
5 %

4.9. Delivery Date ARO: 3

4.10. Cash Discount: 0 %; Net 0 Days

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

4.12. 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.

4.12.1. Type or Print Signed Name: GARY LONG

4.12.2. Authorized Representative (Sign By Hand):
Gary Long

4.12.3. Today's Date: 6/29/11

By:

Tyson Boldan
Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid # 30-29JUN11 - Shop Fluids Term and Supply, receipt of which is hereby acknowledged:

Company Name: CHAMPION BRANDS

Address: P.O. Box 645
CLINTON MO 64735

Phone Number: 660-885-8151 Fax Number: 660-885-2867

Authorized Representative Signature: Gary Long Date: 6/29/11

Authorized Representative Printed Name: GARY LONG

EXPLANATIONS:

4.7.4 - CHAMPION UNIVERSAL - CONCENTRATE

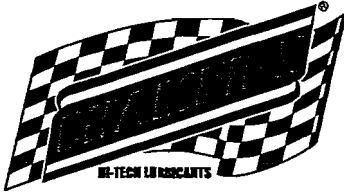
- 4.7.9
- 4.7.10
- 4.7.11
- 4.7.12
- 4.7.13
- 4.7.14

CHAMPION GLOBAL FULL SYNTHETIC
 EXCEEDS ALL OF THESE SPECS #:
 4357 H ~~10~~ 1QT = #35³⁷ = #590 per QT
 4357 A 55 GAL DRUM = #19.53 per gal = #488 per QT

4.7.15 = GLOBAL FULL SYNTHETIC 4357H QTS - #590
 4357A DRUM - 488

Meets ALLISON TRANSMISSION TES 295 - SPECS
 See ATTACHED PRODUCT SHEET + CHAMPION
 WARRANTY

4.7.22 - CHAMPION 4000 FLUID IS A PREM TRACTOR FLUID
 # 847 gallon



Premium HD MOTOR OIL SERIES

CHAMPION PREMIUM HEAVY DUTY diesel motor oil series is made using Group II base stocks. These motor oils satisfy all current OEM warranty requirements in both older diesel engines and 2007 emission compliant engines equipped with Exhaust Gas Recirculation (EGR) and diesel particulate filters (DPF).

Features include:

- Outstanding thermal and oxidation control increasing viscosity stability at high temperature
- Premium anti-wear and cold flow protection during start up when wear is most significant
- Exceeds SAE and all major automotive manufacturers' warranty requirements and is approved for use in all foreign and domestic turbo charged diesel engines

CHAMPION PREMIUM HEAVY DUTY motor oils meet service file requirements for all foreign and domestic turbo-charged on/off road diesel engines including;

- Caterpillar
- Freight Liner
- J.I. Case / Case International
- Navistar / International
- Toyota
- Cummins
- General Motors
- John Deere
- Mercedes Benz
- Volvo
- Detroit Diesel
- Isuzu
- Mack
- Mitsubishi
- Waukesha Dresser

See Your Vehicle Owners Manual for More Information.

TYPICAL SPECIFICATION

SAE Grade	15W-40	40	10W-10	20W-20	30	50
Product Code	4152	4039	4036	4037	4038	4040
MSDS #	100	100	100	100	100	100
Gravity API @ 60° F	31.9	27.5	30.1	29.5	28.5	27.0
Pour Point ° F	-30	5	-30	-25	0	10
Flash Point ° F	440	490	400	415	440	510
cSt @ 40°C	114.0	144.0	37.6	58.0	111.0	220.0
cSt @ 100°C	14.8	14.4	5.9	7.8	12.1	19.2
TBN, mg KOH/gm	7.6	7.6	7.6	7.6	7.6	7.6
Sulfated Ash %wt	1.0 max	1.0 max	1.0 max	1.0 max	1.0 max	1.0 max
Color	3.0	3.0	3.0	3.0	3.0	3.0
Viscosity Index	134	99	101	101	100	99
API Service Level	CJ-4/SM	CF, CF-2/SM	CF	CF	CF, CF-2/SM	CF
Allison Transmission Type	C-3 & 4		C-3 & 4		C-3 & 4	

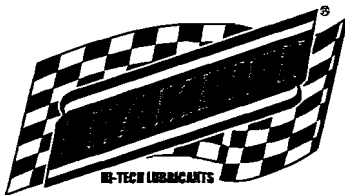
Call Our Friendly Sales Representatives for Available Package Sizes

Currently Available Only in 55-Gal Drum, 275-Gal Tote, and Bulk

4152 4039 4036 4037 4038 4040

EFFECTIVE 03/07

CHAMPION BRANDS, L.L.C. • 1001 Golden Drive • Clinton, MO 64735
ORDER DESK 800-821-5693



ALL FLEET T[®]

PREMIUM HD MOTOR OIL SERIES

CHAMPION ALL FLEET T[®] premium multi-grade heavy-duty motor oils represent a major quality upgrade in heavy-duty diesel lubricant. Formulated with 100% Group II base oils and the most advanced additive technology preferred by OEMs for extended service fill requirements. These motor oils satisfy all current OEM warranty requirements in both older diesel engines and 2007 emission compliant engines equipped with Exhaust Gas Recirculation (EGR) and diesel particulate filters (DPF).

Champion All Fleet T[®] offers improvements in reserve acid neutralizers for premium high temperature stability; more soot and anti-sludge control than most brands; and certified "preferred service fill engine oil" were applicable⁽¹⁾.

Benefits:

- OEM Certified for extended service drain⁽¹⁾
- More shear stable chemistry for improved viscosity control with premium anti-wear and cold flow protection during start up when wear is most significant
- Better TBN retention (alkaline reserve) than most CJ-4 brands, and all CI-4 Plus brands, ensuring protection required for 2007-emission compliant engines.
- Enhanced anti-friction technology for improved fuel economy compared to API CI-4 Plus brands
- Champion's continued tradition in keeping engines super clean minimizing wear
- Suitable for gasoline and diesel powered equipment in all types of service where fuel sulfur levels are below 500 ppm
- Compatible with API approved engine oils
- Meets, or exceeds, all major engine manufacturers' warranty requirements

APPROVALS, SPECIFICATIONS, & TYPICAL PROPERTIES

API CJ-4, CI-4 Plus, CI-4, CH-4, CG-4, & CF-4
 API SM, SL, SJ, & SH
 ACEA E7-04, E6, E5-02, E4-99#2, E3 & E2
 Detroit Diesel 93K218 & 93K214⁽²⁾
 Caterpillar SEBU 6385⁽³⁾
 Caterpillar ECF-3, ECF-2⁽⁴⁾, and ECF-1-a
 Cummins CES 20081⁽²⁾ & all previous
 Ford M2C171-C & D⁽³⁾
 General Motors 9985930⁽³⁾
 Global DHD-1
 JASO MA, DH-1 & DH-2
 Mack EO-O Premium Plus 2007⁽²⁾ & all previous
 Mack EO-M Plus⁽³⁾
 MAN 271 & 3275
 Mercedes Benz p228.31
 MTL 5044 (MTU Type 1 and 2)
 Renault VI RLD-3 Compliant⁽²⁾
 Volvo VDS-4, VDS-3, & VDS-2⁽²⁾

⁽¹⁾ Consult engine manufacturers' documentation for motor oil performance, viscosity grade and oil change interval

⁽²⁾ Champion All Fleet T[®] 15W-40 only

⁽³⁾ Champion All Fleet T[®] 10W-30 only

⁽⁴⁾ ECF-2 is recommended in pre-2007 on-road and any off-road Caterpillar engines no bigger than the C3500.

SAE Grade	AFT 10W-30	AFT 15W-40
Product Code	4160	4158
MSDS #	100	100
Gravity API @ 60° F	31.5	29.5
Pour Point ° F	-27	-27
Flash Point ° F	410	415
SUS @ 104°F	313	482
SUS @ 212°F	62	80
cSt @ 40°C	68.0	115.8
cSt @ 100°C	10.7	15.5
TBN, mg KOH/gm	11	11
Sulfated Ash %wt	1.0 max	1.0 max
Color	Blue	Blue
Viscosity Index	147	141

Data is typical of current production. While future production will conform to specification, variations may occur.

For more than 50 years, Champion All Fleet T[®] continues delivering premium performance and value in diesel engine lubricant protection

Call Our Friendly Sales Representatives for Available Package Sizes

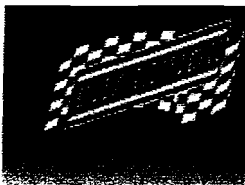
4160 4158

Call For Available Package Sizes

EFFECTIVE 06/07

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ORDER DESK 800-821-5693

4000A ON OPTION SECTION



4000[®] Premium Tractor Hydraulic Fluid



CHAMPION 4000[®] PREMIUM TRACTOR HYDRAULIC FLUID is our premium quality UTTO specially formulated for over 30 years to "Keep Farmers in the Field". Champion's low oxidation Group II base fluids combined with "OEM preferred" additive technology makes Champion 4000[®] the most universally diverse fluid available for use in farm tractors and implements, fork lift trucks, pavement rollers, loaders, backhoes, bulldozers, tractors, ditchers, 4x4 ATV with wet brake differentials, and lawn tractors and golf course mowers with hydrostatic transmissions. It delivers exceptional performance in today's power train transmissions, drive axles, clutches, PTOs, hydraulic systems, and honors more warranties than any other tractor fluid in the market.

MEETS SPECIFICATIONS AND IS RECOMMENDED FOR USE

- **AGCO:** Powerfluid 821 XL
- **Allison:** C-(2, 3 & 4)
- **API:** GL-4
- **Bleairus**
- **Bobcat:** 10W-30
- **Caterpillar:** TO-2
- **Clark:** TA 12, TA 18, HR 500, HR 600
- **Dennison:** HF-(0 thru 2)
- **Deutz:** Hydr Trans Fluid
- **Deutz-Allis:** 25743 (PF-821 XL), 257541, & 246634 Hydr Trans Fluid
- **Dresser CED:** Trans/Hyd Fluid
- **Ford New Holland:** MAT 3505, MAT 3509, FNHA-2-C-201.00, M2C134-(A thru D), M2C86-(A thru C), M2C77-A, M2C53-A, M2C48-(B&C), M2C41-B, & M2C159
- **Fiat-Hesston:** Oilofiat Tutela Multi-F, AF-87
- **I.H.C.:** B5 & B-6 Hytran
- **J.I. Case/Case International:** MS-1204,5,& 6 (Powergard PFT), 1207(Hy-Tran Flus), 1210, MS-1230 (Poclain Equipment), JIC-143, 144, 145 (TCH Fluid), & 185 (TFD Fluid)
- **CNH, Case-Akcela:** MAT 3525
- **John Deere:** J14(A,B,C JDT303), J20(A,B,C Hy-Gard,D), J21A, & J27(10W or 30)
- **Kubota:** Super UDT, UDT Fluids
- **Landini:** Tractor Hydr Fluid
- **Leyland**
- **Massey Ferguson:** M1110, 1127(A&B), 1129A Permatran, 1135 Permatran III, 1139, 1141, 1143, & 1145
- **New Idea Power Units**
- **Oliver:** Type 55, Type 5J, & Q180?
- **Renk:** Bus Automatic Trans Fluid
- **Sperry Vickers/Eaton:** I-280-S & M2950S
- **Steiger:** Hydr Trans Fluid SEMS 17001
- **Sauer Sunstrand/Danfoss:** Hydro Static Trans Fluid
- **Valmet**
- **Versatile:** Gear & Hydr Trans Fluid
- **Vickers:** 35VQ25
- **Volvo:** WB-101/BM
- **White:** Q-1705, 1722, 1766, 1766B (UTHF), 1802, & 1826
- **ZF Transmissions:** TEMPL03 & TEMPL06

CHAMPION 4000[®] PREMIUM TRACTOR HYDRAULIC FLUID offers friction control, wear protection, thermal stability, shear stability, rust and corrosion protection, and deep cold pumpability all optimally balanced to provide extended clutch life, maximum drawbar loading in a wide range of ambient temperatures.

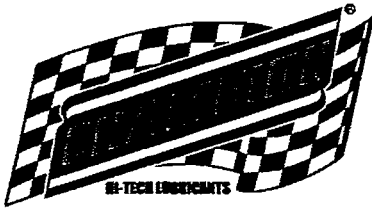
- Improved oxidation/thermal stability and low temperature properties
- Improved modification system with increased friction durability
- Premium deposit control and reduced final drive wear
- Anti-foaming with natural resistance to thickening
- Extended seal life protection

TYPICAL PROPERTIES

Product Code	4000
MSDS #	1100
Color	Brown, Clear
Gravity API @ 60°F	30.4
Brookfield, cP @ -40°C	< 20,000
cSt @ 40°C	48.0
cSt @ 100°C	9.5
SUS @ 104°F	225
SUS @ 210°F	57
Viscosity Index	180
Pour Point °F	<-35
Flash Point °F	>400



CHAMPION BRANDS, L.L.C. • 1001 Golden Drive • Clinton, MO 64735 • 800-821-5693



GASOLINE ENGINE OILS

CHAMPION SUPER GRADE MOTOR OIL series are economy class mono and multi-grade gasoline engine oils designed and licensed to meet API service category SN and ILSAC GF-5 specifications were applicable.

Features include:

- Multi-viscosity oils are friction modified for added fuel mileage savings
- Meets SAE specifications and meets both domestic and foreign OEM warranty requirements for use in gasoline and turbo charged gasoline engines
- Good anti-wear and cold flow protection during start up when wear is most significant
- Good detergency to keep engine parts clean
- Universal compatibility with other passenger car motor oils

CHAMPION SUPER GRADE MOTOR OILS are recommended for service fill engine oil replacement in all domestic and foreign cars, SUVs, and ATVs including;

- Acura
- Chrysler
- Ford
- GMC
- Honda
- Infiniti
- Isuzu
- KIA
- Lexus
- Lincoln
- Mercury
- Mercedes Benz
- Mitsubishi
- Saturn
- Toyota
- Volvo

See Your Owners Manual for Viscosity Recommendation

TYPICAL SPECIFICATION

SAE Grade	5W-20	5W-30	10W-30	10W-40	HD 30	HD 40
Product Code	4229	4222	4228	4030	4033	4034
MSDS #	100	100	100	100	100	100
Base	Syn-Blend	Syn-Blend	Syn-Blend	Non-Syn	Non-Syn	Non-Syn
API Service	SN	SN	SN	SN	SN	SN
ILSAC	GF-5	GF-5	GF-5	-	-	-
Ford	M2C205-A	M2C205-A	M2C205-A	-	-	-
General Motors	-	6094M*	6094M	-	-	-
Gravity API @ 60 °F	33.3	32.8	32.8	30.6	29.1	28.8
Pour Point °F	-36	-36	-32	-32	-27	-22
Flash Point °F	328	395	403	403	406	406
SUS @ 104 °F	222	311	339	429	440	621
SUS @ 212 °F	54	62	62	73	64	75
cSt @ 40 °C	47.7	67.0	73.0	92.5	95.0	134.0
cSt @ 100 °C	8.5	10.9	10.9	13.7	11.3	14.2
TBN, mg KOH/gm	8.70	8.70	8.70	8.30	8.30	8.30
Sulfated Ash %wt	0.90	0.91	0.91	0.90	0.91	0.91
Color	3.0	3.0	3.0	3.0	3.0	3.0
Viscosity Index	156	154	138	152	106	104

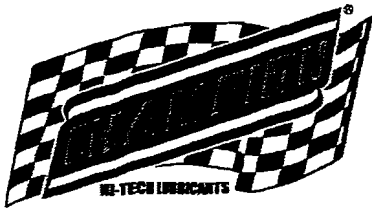
*Meets performance requirements for GM® dexos® 1 motor oil.

Call Our Friendly Sales Representatives for Available Package Sizes

4229 4222 4228 4030 4033 4034

EFFECTIVE 02/11

CHAMPION BRANDS, L.L.C. • 1001 Golden Drive • Clinton, MO 64735
ORDER DESK 800-821-5693



GLOBALTRANS

Full Synthetic Multi-Vehicle Transmission Fluid

Proven in field tests to be so tough to breakdown and so consistent in performance in so many different automatic transmissions, it's guaranteed!

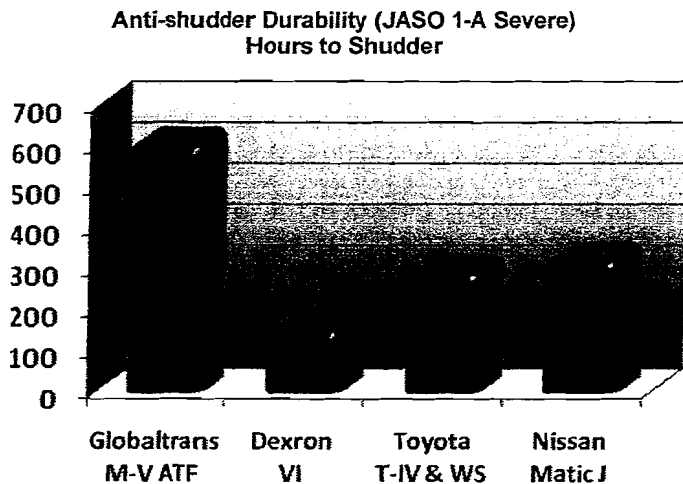
Champion® Globaltrans full synthetic multi-vehicle automatic transmission fluid delivers superior performance in low-temperature flow, wear protection, frictional stability and resistance to thermal breakdown and is made with:

- 100% synthetic base fluid chosen for superior resistance to oxidation and viscosity change
- A highly shear stable cold flow viscosity control additive for superior resistance to viscosity change over thousands of miles
- Synergistic wear and seal protection chemistry preferred by O.E.M.s and found in premium factory fill fluids.
- Optimized friction control additives that not only prevent slip and shudder, for smooth shifting, but more durable than many other competing brands.

For use in a wide variety of transmissions for trouble free performance, Champion® Globaltrans is recommended suitable for use in transmissions specifying:

- Aisin Warner AW-1*
- Allison C-4, TES-295, TES-389
- Audi G 052 025, G-052-162 & G-052 990
- BMW 7045E, LA2634, LT 71141
- Chrysler ATFs, Mopar AS68RC
- GM DEXRON®, DEXRON® II, IID, IIIG, IIH, VI*
- Esso LT 71141
- Ford MERCON®, MERCON® V, SP*, LV*, FNR5
- Honda ATF-Z1
- Hyundai SP-II & SP-III, SPH-IV & NWS-9638*
- Idemitsu K17
- JASO 1-A
- JWS 3309 & 3324
- Kia SP-II, SP-III
- MAN 339F, V1, V2, Z1, Z2 & Z3
- Mazda ATF-M III, ATF-MV
- Mercedes Benz 236.1 thru 236.11
- Mitsubishi SP-II, III, IV* & ATF J2*
- Nissan 402, Matic-D, J, K & S*
- Shell 3403, LA2634, M-1375 4
- Subaru ATF-HP
- Suzuki 3317
- Texaco ETL-7045E, ETL-8072B, N402
- Toyota T-III, T-IV, WS (JWS 3324)
- Voith 55.6335.XX (G607), (G1363)
- Volvo Pass Car (4 - 6 sp), 97340 & 97341
- VV G 052 025, G-052-162 & G-052 990
- ZF TE-ML 03D, 04D, 09, 14A thru C, 16L, 17C & Jaguar 6-speed

* Champion supports this product as suitable for use in these specifications although the factory fill viscosity may be different.



TYPICAL PROPERTIES

SAE Grade	0W 20
Product Code	4357
MSDS #	400
Gravity API @ 60°F	34.3
cSt @ 40°C	35.0
cSt @ 100°C	7.2
cP @ -40°C	10,200
SUS @ 104°F	158
SUS @ 210°F	50
Viscosity Index	>175
Pour Point °F	<-40
Flash Point °F	>440
Color	Red

Compatible with common transmission seal materials and other automatic transmission fluids. For optimum performance, replace all transmission fluid with Champion® Globaltrans. Follow OEM recommendations regarding extended drain intervals. **WARNING: THIS PRODUCT IS NOT RECOMMENDED IN TRANSMISSIONS SPECIFYING USE OF FORD MERCON® CVT OR TYPE F TRANSMISSION FLUID**

Call Our Friendly Sales Representatives for Available Package Sizes

4357

EFFECTIVE 03/11

CHAMPION BRANDS, L.L.C. • 1001 Golden Drive • Clinton, MO 64735
ORDER DESK 800-821-5693



BOONE COUNTY, MISSOURI
Request for Bid #: 30-29JUN11 – Shop Fluids Term and Supply

ADDENDUM #1 - Issued June 24, 2011

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

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

Change the Contract Period in paragraph 1.6 to read as follows:

CONTRACT PERIOD - The Term and Supply Contract period shall be from **July 1, 2011 through December 31, 2011 and may be automatically renewed for up to an additional five (5), six-month periods** unless canceled by the Purchasing Director in writing prior to a renewal term.

Replace section 2.2.6. with the following section 2.2.6.:

2.2.6. Gear Lubricant – SAE 75-90W synthetic gear lube, API GL-5. Quart Containers.

Replace bid Response Form with the Revised bid Resonse Form Below:

(please note the only change is the Unit of Measure for section 4.7.6.)

County of Boone
Purchasing Department

4. Revised Response Form

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

- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 (If Individual, Bidder must complete
 Certification of lawful presence in U.S. on attached form).
 Other (Specify) _____

4.7. Pricing – please bid by unit of measure listed in this table

ITEM #	Unit of Measure	DESCRIPTION	Proposed Brand	QTY	UNIT PRICE	EXT PRICE (Qty x Unit Price)
4.7.1.	gal.	15W-40		2,750	\$	\$
4.7.2.	gal.	15W-40 (Extended Service)		2,750	\$	\$
4.7.3.	gal.	Hydraulic Oil (ISO-46)		500	\$	
4.7.4.	gal.	Coolant (DexCool or equal)		60	\$	\$
4.7.5.	gal.	Coolant (Extended Life) 50/50.		110	\$	\$
4.7.6.	qts.	Gear Lubricant		50	\$	\$
4.7.7.	Boxes	Grease (Cartridge)		36	\$	\$
4.7.8.	120 lb.	Grease		1	\$	\$
4.7.9.	qts.	Dexron III		30	\$	\$
4.7.10.	qts.	Dexron VI		60	\$	\$
4.7.11.	qts.	Mercon V		120	\$	\$
4.7.12.	qts.	Mercon LV		120	\$	\$
4.7.13.	qts.	Mercon SP		30	\$	\$
4.7.14.	qts.	ATF +4		30	\$	\$
4.7.15.	gal.	Allison Transmission Fluid		110	\$	\$
4.7.16.	1 quart containers	5W-20		60	\$	\$

4.7.17.	1 quart containers	5W-30		60	\$	\$
4.7.18.	qts.	10W-30		120	\$	\$
4.7.19.	qts.	Power Steering Fluid		60	\$	\$
4.7.20.	Qts.	5W-30 Dexos Motor Oil		75	\$	\$
4.7.22.	gal.	Universal Tractor Fluid		1000	\$	\$
4.7.22.	gal.	Propylene Glycol (50/50)		220	\$	\$
4.7.23.	gal.	Diesel exhaust Fluid 2.5 gallon container			\$	
4.7.24.	gal.	350 Gallon Bladder skid mounted.			\$	
4.7.25.			TOTAL (4.7.1 – 4.7.21.)		\$	

4.8. Maximum Percentage Increase or decrease for any renewal period
_____ %

4.8.1. Minimum discount from list for all products introduced after inception of
the contract and all existing products not specified herein:
_____ %

4.9. Delivery Date ARO: _____

4.10. Cash Discount: _____ %; Net _____ Days

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

4.12. **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.**

4.12.1. Type or Print Signed Name:

4.12.2. Authorized Representative (Sign By Hand):

4.12.3. Today's Date: _____

By: _____
Tyson Boldan
Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid # **30-29JUN11 – Shop Fluids Term and Supply**, receipt of which is hereby acknowledged:

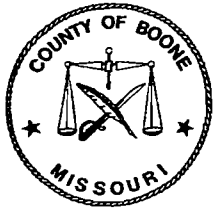
Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



Request for Bid (RFB)

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

Tyson Boldan, Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: tboldan@boonecountymmo.org

Bid Data

Bid Number: **30-29JUN11**
Commodity Title: **Shop Fluids Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **WEDNESDAY, June 29, 2011**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201**
Directions: **The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.**

Bid Opening

Day / Date: **WEDNESDAY, June 29, 2011**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

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

1. Introduction and General Conditions of Bidding

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

- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - The Term and Supply Contract period shall be from **July 1, 2011 through June 30, 2012 and may be automatically renewed for up to an additional five (5) six month periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.6.1. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month to month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 1.6.2. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the Furnishing and Delivery of **Shop Fluids and Petroleum Products** as needed for the Boone County Public Work's Department..
- 2.1.1. **Standard Shop Fluids and Petroleum Products** – Section 4.7. of this request lists standard shop fluids and petroleum products the County has identified as standard items to be purchased from this contract(s). **Bidder(s) shall provide ONLY brand name products when specified on the Bid Response sheet (No other equals will be accepted).** Bidders shall price each item listed. Prices will be firm for the initial contract period. Bidders must provide a maximum percentage cost increase for all contract periods for these items.
- 2.2. **Material Specifications:**
- 2.2.1. **15W40** – API Service rating CJ4/SM Detergent Oil, Heavy duty special II 15w-40 for gas and/or diesel engines. Bulk tank capacity is 500 Gallons.
- 2.2.2. **15W40** – (Extended Service Interval) Heavy duty 15W-40 diesel engine oil performance requirements; semi-synthetic base stocks, API service rating of CJ-4/SM and 11 TBN minimum. Bulk tank capacity is 500 Gallons.
- 2.2.3. **Hydraulic Oil (ISO-46)** – Premium industrial hydraulic oil for hydraulically activated equipment that utilizes high-performance pumps. Approvals to include Vickers 35VQ25 pump test and Denison HF-O pump test. Must also have minimum oxidation life of 3,000 hours per ASTM D943 (hours to TAN 2.0). Bulk tank capacity is 500 Gallons.
- 2.2.4. **Coolant** – Dexcool or equal extended life coolant, meets ASTM D-3306 and D-4340. 50/50 mixture. 1 Gallon Containers.
- 2.2.5. **Coolant** – Final Charge or equal, heavy duty extended life coolant (Cat EC-1 spec.) 50/50 pre-diluted mixture. 55 Gallon Drums.
- 2.2.6. **Gear Lubricant** – SAE 75-90W synthetic gear lube, API GL-5. 55 Gallon Drums.
- 2.2.7. **Grease** – High Temperature Lithium Complex NLGI #2. Cartridge type 10-14 oz. Quantities are per box (10 – 12 cartridges/box).
- 2.2.8. **Grease** - High Temperature Lithium Complex NLGI #2. 120 pound barrel.
- 2.2.9. **Transmission Fluid** – Dexron III. 1 Quart Containers.
- 2.2.10. **Transmission Fluid** – Dexron VI. 1 Quart Containers.
- 2.2.11. **Transmission Fluid** – Mercon V, Synthetic. 1 Quart Containers.
- 2.2.12. **Transmission Fluid** – Mercon LV, Synthetic. 1 Quart Containers.
- 2.2.13. **Transmission Fluid** – Mercon SP, Synthetic. 1 Quart Containers.
- 2.2.14. **Transmission Fluid** – ATF +4. 1 Quart Containers.
- 2.2.15. **Transmission Fluid** – Automatic Transmission Fluid for use in Allison transmissions. Products are considered approved based on the Allison Approved logo. General claims of meeting the requirements will not be accepted. 55 Gallon Drums.
- 2.2.16. **Engine Oil** – SAE 5W-20 API SL ILSAC GF-4, Ford specifications. 1 Quart Containers.
- 2.2.17. **Engine Oil** – SAE 5W-30 API service rating SM. 1 Quart Containers.
- 2.2.18. **Engine Oil** – SAE 10W-30 API service rating SM. 1 Quart Containers.
- 2.2.19. **Power Steering Fluid** – Ford, GM and Chrysler power steering units. 1 Quart Containers.
- 2.2.20. **Universal Tractor Fluid** – Premium hydraulic/transmission fluid that exceeds the refill and service top-up needs of farm and industrial tractor transmission, differentials, and immersed disc brakes. Must meet or exceed: Cat TO-2, John Deere J20A, JD303, Quatrol, J14B, and J14C.
- 2.2.21. **Proylene Glycol** – Environmentally safe coolant. Sierra brand or equal, 50/50 mixture. 55 Gallon Drums.
- 2.3. **Quantity** - All orders will be made on an "as needed basis." The quantities specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.
- 2.4. **DESIGNEE** - Boone County Public Works Department, Greg Edington, Shop Superintendent, 5551

Highway 63 South, Columbia, Missouri 65201.

- 2.5. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Tyson Boldan, Buyer, Boone County Purchasing, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: tboldan@boonecountymo.org.
- 2.6. **DELIVERY** - Boone County Public Works Department, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.6.1. **Delivery Terms** - FOB Destination – Inside Delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges. Contractor shall have a maximum of three (3) business days to deliver product upon notification from receipt of an order.

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.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use.
 - 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
 - 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

(If Individual, Bidder must complete Certification of lawful presence in U.S. on attached form).

() Other (Specify) _____

4.7. Pricing – please bid by unit of measure listed in this table

ITEM #	Unit of Measure	DESCRIPTION	Proposed Brand	QTY	UNIT PRICE	EXT PRICE (Qty x Unit Price)
4.7.1.	gal.	15W-40		2,750	\$	\$
4.7.2.	gal.	15W-40 (Extended Service)		2,750	\$	\$
4.7.3.	gal.	Hydraulic Oil (ISO-46)		500	\$	
4.7.4.	gal.	Coolant (DexCool or equal)		60	\$	\$
4.7.5.	gal.	Coolant (Extended Life) 50/50.		110	\$	\$
4.7.6.	gal.	Gear Lubricant		50	\$	\$
4.7.7.	Boxes	Grease (Cartridge)		36	\$	\$
4.7.8.	120 lb.	Grease		1	\$	\$
4.7.9.	qts.	Dexron III		30	\$	\$
4.7.10.	qts.	Dexron VI		60	\$	\$
4.7.11.	qts.	Mercon V		120	\$	\$
4.7.12.	qts.	Mercon LV		120	\$	\$
4.7.13.	qts.	Mercon SP		30	\$	\$
4.7.14.	qts.	ATF +4		30	\$	\$
4.7.15.	gal.	Allison Transmission Fluid		110	\$	\$
4.7.16.	1 quart containers	5W-20		60	\$	\$
4.7.17.	1 quart containers	5W-30		60	\$	\$
4.7.18.	qts.	10W-30		120	\$	\$
4.7.19.	qts.	Power Steering Fluid		60	\$	\$

4.7.20.	Qts.	5W-30 Dexos Motor Oil		75	\$	\$
4.7.22.	gal.	Universal Tractor Fluid		1000	\$	\$
4.7.22.	gal.	Propylene Glycol (50/50)		220	\$	\$
4.7.23.	gal.	Diesel exhaust Fluid 2.5 gallon container			\$	
4.7.24.	gal.	350 Gallon Bladder skid mounted.			\$	
4.7.25.			TOTAL (4.7.1 – 4.7.21.)			\$ _____

4.8. Maximum Percentage Increase or decrease for any renewal period
_____ %

4.8.1. Minimum discount from list for all products introduced after inception of the contract and all existing products not specified herein:
_____ %

4.9. Delivery Date ARO: _____

4.10. Cash Discount: _____ %; Net _____ Days

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

4.12. **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.**

4.12.1 Type or Print Signed Name:

4.12.2 Authorized Representative (Sign By Hand):

4.12.3 Today's Date: _____

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date



Standard Terms and Conditions

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

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

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



“No Bid” Response Form

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201
Tyson Boldan, 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: 30-29JUN11 – Shop Fluids Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 2nd day of August 20 11

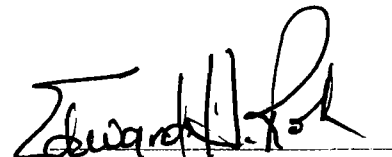
the following, among other proceedings, were had, viz:

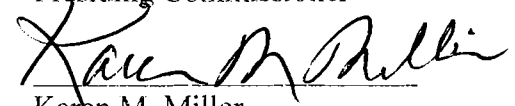
Now on this day the County Commission of the County of Boone does hereby award bid 31-06JUN11 -- Portable Water Samplers to Hach Company. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 2nd day of August, 2011.

ATTEST:

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


Edward H. Robb
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Tyson Boldan
Buyer



601 E. Walnut, Room 209
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Tyson Boldan, Buyer
DATE: July 11, 2011
RE: 31-06JUN11 – Portable Water Samplers

The Bid for Portable Water Samplers closed on July 06, 2011. One bid was received. Purchasing and the Boone County Resource Management Department recommend award to Hach Company, for offering the lowest and best bid for Boone County.

Three Hach Sigma 900 Max Portable Water Samplers along with assorted optional equipment will be purchased for the Boone County Resource Management Department on this contract. The total cost for these items is \$16,676.10 and will be paid from department 2140 – DNR 319 Urban Retrofit Grant, account 91300 – Machinery and Equipment.

Attached is the Bid Tabulation for your review.

cc: Contract File

Boone County Purchasing

Tyson Boldan
Buyer



601 E. Walnut, Rm. 209
Columbia, MO 65201
(573) 886-4392
(573) 886-4390

TO: Georganne Bowman
Storm Water Coordinator

FROM: Tyson Boldan
Buyer

DATE: July 6, 2011

RE: Bid Award Recommendation – # 31-06JUN11 – Portable Water Samplers

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

DEPARTMENT REPLY:

Please complete the following:

Department Number: 2140

Account Number: 91300

Budgeted: \$ 20,000.00

Award Amount: \$ 116676.10

Award Bid by low bid to Hach Company.

Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).

Recommend rejecting bid for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature: Georganne Bowman Date: 7/8/11

31-06JUL11 - Portable Water Samplers		HACH Company	
	Quantity	Unit Price	Extended Total
New Hach Sigma 900 Max Portable Water Samplers or equivalent (as per section 2 of this bid.)	3	\$2,628.50	\$7,885.50
Set of (24) 1 liter polyethylene bottles with caps.	3	\$79.10	\$237.30
Retainer for (8) glass, (8) poly., (24) 575 ml polyethylene, and (24) 1 liter polyethylene bottles.	3	\$46.90	\$140.70
Distributor with arm for 24 bottle standard base and 12 bottle base.	3	\$360.50	\$1,081.50
Additional Battery, GEL electrolyte, 12 VDC, 4 Amp-hr. including 6130 MSDS sht and DOC016.53.80036.	3	\$122.50	\$367.50
Ultrasonic flow meter option for 900MAX indoor refrigerator.	3	\$1,137.50	\$3,412.50
Ultrasonic sensor, 0-10 ft. range with 25ft cable.	3	\$389.20	\$1,167.60
Bracket, Ultrasonic permanent.	3	\$200.20	\$600.60
Strainer, for shallow depth applications, all 316 stainless steel.	3	\$30.80	\$92.40
Rain gauge input for 2149 rain gauge.	3	\$56.00	\$168.00
Rain gauge with 25ft cable and mounting base plate.	3	\$507.50	\$1,522.50
TOTAL:			\$16,676.10
Delivery After Receipt of Order Non Responsive:			30 Days

Hydro-Kinetics Corp.
Haynes Equipment Co., Inc.

**PURCHASE AGREEMENT
FOR
PORTABLE WATER SAMPLERS**

THIS AGREEMENT dated the 2 day of August 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Hach Company**, herein "Contractor".

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Portable Water Samplers**, County of Boone Request for Bid, bid number **31-06JUN11**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated **July 01, 2011** and executed by Roxanna Nittman, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda 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 with the following items:

Three New Hach Sigma 900 Max Portable Water Samplers at a total cost of	\$7,885.50
Three Sets of (24) 1 liter polyethylene bottles with caps at a total cost of	\$237.30
Three Retainers for (8) glass, (8) poly., (24) 575 ml polyethylene, and (24) 1 liter polyethylene bottles, at a total cost of	\$140.70
Three Distributors with arm for 24 bottle standard base and 12 bottle base, at a total cost of	\$1,081.50
Three Additional Batteries, GEL electrolyte, 12 VDC, 4 Amp-hr. including 6130 MSDS sht and DOC016.53.80036 at a total cost of	\$367.50
Three Ultrasonic flow meter options for 900MAX indoor refrigerator at a total cost of	\$3,412.50
Three Ultrasonic sensors, 0-10 ft. range with 25ft cable at a total cost of	\$1,167.60
Three Brackets, Ultrasonic permanent at a total cost of	\$600.60
Three Strainers for shallow depth applications, all 316 stainless steel at a total cost of	\$92.40
Three Rain gauge inputs for 2149 rain gauge at a total cost of	\$168.00
Three Rain gauges with 25 ft cable and mounting base plate at a total cost of	\$1522.50
For a grand total of	\$16,676.10

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

3. Delivery - Contractor agrees to deliver the equipment as stated above to the Boone County Resource Management Department within thirty (30) days after receipt order. All deliveries will be FOB destination.

4. Billing and Payment - All billing shall be invoiced to the Boone Resource Management Department. Billings may only include the prices listed in the Contractor's bid response. No additional

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

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

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

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

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

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

HACH COMPANY

by Roxanna Wittman
title Project Specialist I

BOONE COUNTY, MISSOURI

by: Boone County Commission
Edward H. Robb
Edward H. Robb, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

[Signature]
Signature by cg

7/21/11
Date

\$16,676.10 - 2140-91300

Appropriation Account

4. Response Form

-
- 4.1. Company Name: **Hach Company**
- 4.2. Address: **5600 Lindbergh Dr**
- 4.3. City/Zip: **Loveland CO 80538**
- 4.4. Phone Number: **800-227-4224**
- 4.5. Fax Number: **970-461-3911**
- 4.6. E-Mail Address: **bids@hach.com**
- 4.7. Federal Tax ID: **42-0704420**
- 4.7.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.8. PRICING

NO SUBSTITUTIONS ALLOWED ON TIRE DEFLATION DEVICE DESCRIBED BELOW

Item #	Description	Estimated Quantity	Unit Price	Extended Total (Unit Price X Estimated Quantity)
4.8.1.	New Hach Sigma 900 Max Portable Water Samplers or equivalent (as per section 2 of this bid.)	3	\$ 2628.50	\$ 7885.50
4.8.2.	Set of (24) 1 liter polyethylene bottles with caps.	3	\$ 79.10	\$ 237.30
4.8.3.	Retainer for (8) glass, (8) poly., (24) 575 ml polyethylene, and (24) 1 liter polyethylene bottles.	3	\$ 46.90	\$ 140.70
4.8.4.	Distributor with arm for 24 bottle standard base and 12 bottle base.	3	\$ 360.50	\$ 1081.50
4.8.5.	Additional Battery, GEL electrolyte, 12 VDC, 4 Amp-hr. including 6130 MSDS sht and DOC016.53.80036.	3	\$ 122.50	\$ 367.50
4.8.6.	Ultrasonic flow meter option for 900MAX indoor refrigerator.	3	\$ 1137.50	\$ 3412.50
4.8.7.	Ultrasonic sensor, 0-10 ft. range with 25ft cable.	3	\$ 389.20	\$ 1167.60
4.8.8.	Bracket, Ultrasonic permanent.	3	\$ 200.20	\$ 600.60
4.8.9.	Strainer, for shallow depth applications, all 316 stainless steel.	3	\$ 30.80	\$ 92.40
4.8.10.	Rain gauge input for 2149 rain gauge.	3	\$ 56.00	\$ 168.00
4.8.11.	Rain gauge with 25ft cable and mounting base plate.	3	\$ 507.50	\$ 1522.50
4.9.	Delivery After Receipt of Order: <u>30 days from receipt of order</u>			
4.9.1.	Manufacturer Warrantee: <u>The 900 Max Portable samplers have a one year warranty from date of shipment. The accessories for the samplers have a 30 day return policy.</u>			

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

4.10. Yes No

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

4.11. read and understood, and all of which are made part of this order.

Authorized Representative (Sign By Hand):

4.11.1. Roxanna Nittman

Type or Print Signed Name:

4.11.2. Project Specialist 1

4.11.3. Date: 7/01/2011

Authorized Representative (Sign By Hand):

4.11.1. Roxanna Nittman

****Note: Please reference the attached Hach quotation number 309669940 to clarify all items that are included within the above line items quoted.**

(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.

Roxanna Nittman Project Specialist 1

Name and Title of Authorized Representative

Roxanna Nittman

Signature

7/01/2011

Date



Boone County Purchasing

601 E. Walnut, Room 209

Columbia, MO 65201

Tyson Boldan, Buyer

573/886-4392 - FAX 573/886-4390

Standard Terms and Conditions

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Quotation 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 quotation 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.
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8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
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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.



HACH COMPANY

Headquarters
 P.O. Box 389
 5600 Lindbergh Drive,
 Loveland, CO 80539-0389

Purchase Orders
 PO Box 608
 Loveland, CO 80539-0608
Web Site: www.hach.com

U.S.A.
 Phone: 800-227-4224
 Fax: 970-669-2932
 Email: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export
 Phone: 970-669-3050
 Fax: 970-461-3939
 Email: intl@hach.com

Remittance
 2207, Collections Center Drive
 Chicago, IL 60693

Wire Transfers
 Bank of America
 231 S. LaSalle St.
 Chicago, IL 60604
 Account 8765602385
 Routing (ABA) : 026009593
 Swift Code: BOFAUS3N

Quote Number **309669940**

Version Number

0

(USE QUOTE Number at time of order to ensure you receive prices quoted).

Customer Ref BID NO. 31-06JUL11
 Second Customer Ref BID NO 31-06JUL11
 Third Customer Ref PORTABLE WATER SAMPLERS

Hach Sales Contact STEVE MCDOWELL

Quote Contact **Tyson Boldan**
 Phone **573-886-4392**
 Fax **573-886-4390**

Bill-To Account

Boone County Purchasing
Boone County Johnson Building
601 E Walnut Room 209
Columbia mo 65201

Line	Item No	Description	Quantity	Unit Price	Extended Amount
1.1	900MAXPS1	Includes (8930) 900MAX controller, center, and lid, (8976) standard base, (1502) support, (1918) 2.5 gal, (8996) full bottle shut off, (1414) battery, (4455100) power supply, (913US) charger, (920) tubing, (926) strainer, (8992) Manual, (6130) MSDS sht, (DOC016.53.80036) Prop 65 statement ***** NOTE: THE ABOVE BUNDLED SAMPLER PART NUMBER INCLUDES THE FOLLOWING 900MAX CONTROLLER	3	2,628.50	7,885.50

Quotation/ProForma Invoice

STANDARD BASE
 2.5 GALLON COMPOSITE BOTTLE (NOTE OPTION
 OF 5 GALLON COMPOSITE CONTAINER IS ALSO
 AVAILABLE IF DESIRED)
 12V GEL BATTERY WITH CHARGER
 115V POWER CONVERTER (POWER SUPPLY)
 RETAINER FOR BOTTLE & CONTAINER SUPPORT
 FULL BOTTLE SHUT OFF
 25' VINYL INTAKE TUBING
 TEFLON & STAINLESS STEEL STRAINER

 NOTE: LISTED BELOW IS THE 24 BOTTLE
 CONFIGURED SET UP FOR THE 900MAX
 PORTABLE SAMPLERS

2.1	737	Bottles, set of (24) 1 liter polyethylene with caps	3	79.10	237.30
3.1	1422	Retainer for (8) glass, (8) poly., (24) 575 ml polyethylene, and (24) 1 liter polyethylene bottles	3	46.90	140.70
4.1	8582	Distributor with arm for 24 bottle standard base and 12 bottle base *WEEE *NRD 6963600 ***** NOTE: LISTED BELOW IS AN ADDITIONAL BATTERY FOR THE 900MAX PORTABLE SAMPLERS *****	3	360.50	1,081.50
5.1	1414	Battery, GEL electrolyte, 12 VDC, 4 Amp-hr. Includes 6130 MSDS sht and DOC016.53.80036 Prop 65 statement *WEEE *NRD 6963900	3	122.50	367.50
6.1	8851	Ultrasonic flow meter option for 900MAX indoor refrigerator (requires 40 KHz. ultrasonic sensor) Requires 3757 remote box	3	1,137.50	3,412.50
7.1	3028	Ultrasonic sensor, 0-10 ft. range, with 25 ft. cable *WEEE	3	389.20	1,167.60
8.1	2904	BRACKET, ULTRASONIC PERMANENT ***** NOTE: THE MOUNTING HARDWARE FOR THE ULTRASONIC SENSOR IS NOT REALLY PORTABLE. THE MOUNT IS FOR PERMANENT INSTALLATION ***** NOTE: LISTED BELOW IS THE OPTION OF THE SHALLOW STRAINER FOR LOW FLOW IF REQUIRED *****	3	200.20	600.60
9.1	2071	Strainer, for shallow depth applications, all 316 stainless	3	30.80	92.40

Quotation/ProForma Invoice

steel

NOTE: LISTED BELOW IS THE OPTION OF THE INTEGRAL RAIN GAUGE OPTION
IF YOU ARE REQUIRING TO MEASURE THE ACTUAL AMOUNT OF RAIN FALL ALONG WITH THE FLOW WEIGHTED SAMPLING THE OPTIONS BELOW WOULD BE REQUIRED.
IF YOU ARE ONLY WANTING TO START YOUR PROGRAM FROM A RAIN EVENT BUT DO NOT NEED TO MEASURE THE AMOUNT OF RAIN FALL THE ADDITIONAL OPTION OF THE INTEGRAL RAIN GAUGE WOULD NOT BE REQUIRED.

10.1	8800	Rain gauge input for 2149 rain gauge	3	56.00	168.00
11.1	2149	Rain gauge with 25 ft. cable and mounting base plate	3	507.50	1,522.50

Merchandise Total: \$16,676.10
Total : \$16,676.10

Hach Sigma 900 Max Portable Samplers



A Hach Company Brand

Sampling

Features and Benefits

5 Goals for Effectiveness and Efficiency

Accuracy—highly accurate measurements keep systems in compliance at all times

Simplicity—easy to operate equipment saves valuable time and effort

Flexibility—extensive product options and features accommodate specific needs

Reliability—robust products with minimal downtime and outstanding customer support

Economy—affordably priced products for the best value for the money

Field Convertible for Compact or Discrete Sampling

Weighing only 28 pounds (12.7 kg)—with a three-gallon polyethylene bottle installed—the Hach Sigma 900 Max Portable Sampler is designed for accuracy and convenience. Quickly switch between composite to discrete sampling in the field using an interchangeable compact- or standard-sized base. Carrying is made easy with flip-up handles. Configurable for single or multiple bottle applications, it is specifically designed for use in 18-inch manholes.

Reliable Peristaltic Pump Technology

The Sigma 900 Max sampler uses a positive displacement peristaltic pump made of corrosion-resistant Delrin® material. Flow is induced by squeezing a flexible 3/8-in. tube (only the tubing is in contact with the liquid). While other peristaltic pumps fail to meet EPA1 criteria for representative intake velocity, Hach samplers produce a 3.3 ft./s velocity at 3 ft. lift in a 3/8-in. ID intake line. The liquid is under pumped-flow from the point of intake until it reaches the sample bottle.

Advanced Liquid Detection Techniques

The non-contact ultrasonic liquid sensing system guarantees volume accuracy and repeatability regardless of changes in head or composition of the waste stream or temperature variations in the sample liquid. Samples are compromised less often when the intake line is thoroughly purged before and after every sample collection. Reduce cross-contamination with a line rinse where the intake is preconditioned with the source liquid prior to collection. In the event that a plugged intake prevents collection, the unit detects the failed attempt and immediately repeats the cycle starting with a high-pressure purge.



The advanced technology and comprehensive customer service of Hach Sigma 900 Max Portable Samplers can be summarized in five key concepts: accuracy, simplicity, flexibility, reliability, and economy.



Monitor and Manage

Easy, menu-type programming is made via a large 8-line by 40-character backlit display. Use the Sigma 900 Max sampler to monitor and log rainfall, level, flow, velocity, temperature, pH or ORP, conductivity, and dissolved oxygen with 12 data logging channels. Depending on model, up to seven external analog signals can also be logged. As many as 116,000 readings may be recorded. RAM memory is automatically allocated as necessary during operation. Flash memory is used to install software enhancements (available on the Internet), without returning the sampler to the factory.

Unique Constant Time/Variable Volume Sampling

The patented* Constant Time/Variable Volume sampling method varies sample size in proportion to flow rate—flow-weighted samples are captured on the first try. This method closely simulates manual grab samples. Limitations of conventional samplers, such as insufficient sample volumes during low flow periods or truncated sample time during high flow periods, make capturing short-lived, illicit discharges, or significant storm events difficult. The Constant Time/Variable Volume feature takes regularly timed, proportional samples depending on the flow rate—sample volume increases and decreases with the flow, ensuring that representative samples are taken at even intervals throughout the sampling period.

*Patent #5587926

Continued on next page.

DW = drinking water WW = wastewater municipal PW = pure water / power
 IW = industrial water E = environmental C = collections FB = food and beverage



Be Right™

Features and Benefits *continued*

Customizable Set Points

Use the Sigma 900 Max sampler to collect samples in response to changing levels of selected parameters—set high and low trip points to immediately collect when a parameter exceeds preset limits. Samples may also be taken only when the parameter exceeds these settings. Out-of-limit sample can then be segregated from normal samples to help quickly identify problem sources.

Easy Data Management Software

Powerful and user-friendly software makes it easy to analyze the data and produce presentation-quality reports—report maximums, minimums, totals, and averages for any time period. Or generate customized reports integrating sample collections with flow, level, rainfall, other water quality parameters such as pH, ORP, temperature, conductivity, or dissolved oxygen.

Three Ways to Download Data

Sampler to DTU to PC—the palm-sized and waterproof Data Transfer Unit (DTU) is faster, easier, and more economical than a laptop computer to get data from up to 20 samplers to the office.

Sampler to Modem to PC—a built-in modem transmits data via cellular phone or telephone right to the office. Automatically “call” the sampler at predetermined times to retrieve data, or retrieve data on demand. Also, alarm conditions may be sent to up to three pagers or a central monitoring computer.

Sampler to PC—link directly to a PC using the standard built-in RS-232 serial port.

Applications

Hach Sigma 900 Max Portable Samplers are ideal for NPDES stormwater compliance, stormwater runoff monitoring, pretreatment compliance, CSO studies and monitoring, industrial wastewater discharge, and WWTP process control.

Specifications*

General

Sampler Housing

Impact resistant ABS plastic, 3-section construction

Double-walled base with 1 in. (2.54 cm) insulation, direct ice contact with bottles

Controller Housing

High-Impact, injection-molded ABS; submersible, watertight, dust-tight, corrosion, and ice resistant; NEMA 4X, 6

Temperature

General Use:
0 to 49 °C (32 to 120°F)

Liquid Crystal Display (LCD):
-10 to 70°C (-14 to 158°F)

Storage:
-40 to 80°C (-40 to 176°F)

Power Requirements

12 Vdc supplied by optional a/c power converter or battery

Average current with pump running:
2.25 amps dc

Average current without pump running:
4 mA dc

ac Power Backup (Pump Controller Only)

Rechargeable 6 amp-hour gel lead acid battery takes over automatically with ac line power failure

Integral trickle charger maintains battery as full charge (factory installed option)

Internal Battery

Two 1.5 V dc “C” cells; maintains program logic and real time clock for five years

Graphics Display

8 line x 40 character alphanumeric, back-lit liquid-crystal graphics display

Self prompting/menu driven program

User Interface

21 key membrane switch keypad with 4 multiple function soft keys

Data Logging

Records program start time and date, sample volume collected, sample volume remaining, stores up to 400 sample collection times/dates, all program entries, operational status including number of minutes or pulses to next sample, bottle number, number of samplers collected, number remaining, sample volume collected, volume remaining, sample identification, and all logged data

Up to 200 events logged, including alarm conditions, program run/stop events, etc.

Set Point Sample Trigger

When equipped with integral flow meter, pH/temperature/ORP meter, conductivity, and/or DO monitoring options, sampling can be triggered upon an upset condition when field selectable limits are exceeded

Sampling Modes

Multiple bottle time, multiple bottle flow, composite time, composite flow, composite multiple bottle time, composite multiple bottle flow, flow with time override, variable interval, start/stop, and level actuation

Overload Protection

5 amp dc line fuse for pump; 5 amp dc line fuse for ac power converter

Diagnostics

Tests keypad, RAM, ROM, pump, distributor, liquid sensor, and velocity signal

Program Languages

Czech, Danish, English, French, German, Swedish

Program Lock

Access code protection prevents tampering

Dimensions

Standard and 12 Bottle Base:
50.5 cm x 69.4 cm (10.9 x 27.3 in.)

Compact Base:
44.1 x 61 cm (17.4 x 24 in.)

Composite Base:
50.28 x 79.75 cm (19.8 x 31.4 in.)

Weight

Standard and 12 bottle base:
15 kg (35.6 lb.) with (24) 1-L polyethylene bottles

14.8 kg (32.6 lb.) with 3-gal polyethylene container

Compact Base:
12.2 kg (27 lb.) with (24) 575-mL polyethylene bottles

12.9 kg (28.3 lb.) with 3-gal polyethylene container

Composite Base:
15 kg (36 lb.) with (12) 950-mL glass bottles

Continued on next page.

Specifications continued

Communications

EPROM Flash Memory

Via RS232; permits embedded software upgrades in the field; requires ac power

Serial Interface

RS-232 compatible; allows on-site collection of stored data

Modem

14,400 bps, V.32 bis, V.42, MNP2-4 error correction

V 0.42 bis MNP5 data compression

MNP10-EC Cellular Protocol, optional cell phone—FCC approved

Pager

Sends alarm codes to up to three separate pager telephone numbers or to a dc running data analysis software

Program Delay

1 to 9,999 minutes or external flow pulses in one unit increments

Sampler start time/date and time/day of week

Sampler start on external 12 Volt or contact closure input

Sample Bottle Capacity

Standard Base Capacity

- (24) 1 L polyethylene and/or 350-mL glass bottles
- (8) 2.3 L polyethylene and/or 1.9 L glass bottles
- (4) 3.8 L (1 gal) polyethylene and/or (4) 3.8 L (1 gal) glass bottles
- (2) 3.8 L (1 gal) polyethylene and/or (2) 3.8 L (1 gal) glass bottles
- 20.8 L (5.5 gal) polyethylene composite container or (1) 15.1 L (4 gal) polyethylene composite container or (1) 20 L (6 gal) polyethylene or (1) 10 L (3 gal) polyethylene or (1) 9.5 L (2.5 gal) glass

Compact Base Capacity

- (24) 575 mL polyethylene bottles
- (8) 950 mL glass bottles
- 11.4 L (3 gal) polyethylene bottle
- 9.5 L (2.5 gal) glass bottle

12 Bottle Base Capacity

- (12) 950 mL glass bottles
- 10 L (3 gal) polyethylene bottle
- 9.5 L (2.5 gal) glass bottle

Composite Base Capacity

- (1) 22.7 L (6 gal) polyethylene bottle

Sampling Features

Multiple Programs

Stores up to five sampling programs

Cascade

Allows using two samplers in combination where the first sampler at the completion of the program initiates the second

Upset Sampling

When equipped with integral flow meter, pH/temperature/ORP, conductivity, and/or DO monitoring options, or triggered from an external control device, sampling can be triggered upon an upset condition when field selectable limits are exceeded; concurrent with normal sampling routine, sample liquid is deposited in designated "Trouble Bottle(s)"

Status Display

Alerts operator to low main battery, low memory battery, plugged intake, jammed distributor arm, sample collected, and purge failure

Automatic Shutdown

Multiple Bottle Mode: After complete revolution of distributor arm (unless Continuous Mode is selected)

Composite Mode: After preset number of samples have been delivered to composite container, from 1 to 999 samples, or upon full container.

Sample Volume

Programmed in one mL increments from 10 to 9,999 mL

Sample Volume Repeatability

±5% typical

Interval Between Samples

Selectable in single increments from 1 to 9,999 flow pulses (momentary contact closure 25 ms or 5 to 12 Vdc pulse; 4-20 mA interface optional), or 1 to 9,999 minutes in one minute increments

Multiplex (Multiple Bottle Mode)

Programming allows multiple samples per bottle and/or multiple bottles per sample collection

Continued on next page.

Specifications *continued*

Sample Pump and Strainer

Sample Pump

High-speed peristaltic, dual roller, with 0.95 ID x 0.16 OD cm (3/8 ID x 5/8 in. OD) pump tube

Pump Body

Impact/corrosion resistant, glass reinforced Delrin®

Vertical Lift

8.23 m (27 ft.) maximum

Note: Remote Pump Option recommended for lifts from 6.7 to 10.7 m (22 to 35 ft.)

Sample Transport Velocity

0.61 cm/s (2 ft./s) minimum, at 4.6 m (15 ft.) vertical lift in a 0.95 cm (3/8-in.) ID intake tube

Pump Flow Rate

60 mL/s at 0.91 m (3 ft.) vertical lift in a 0.95 cm (3/8-in.) ID intake line

Liquid Sensor

Non-wetted, non-contact, ultrasonic

Intake Purge

Air purged automatically before and after each sample; duration automatically compensates for varying intake line lengths

Pump/Controller Housing

High impact injection molded ABS; submersible, watertight, dust tight, corrosion and ice resistant; NEMA 4X, 6

Internal Clock

Indicates real time and date; 0.007% time base accuracy

Manual Sample

Initiates a sample collection independent of program in progress

Intake Rinse

Intake line automatically rinsed with source liquid prior to each sample, from 1 to 3 rinses

Intake Retries

Sample collection cycle automatically repeated from 1 to 3 times if sample not obtained on initial attempt

Intake Tubing

9.5 mm (3/8 in.) ID vinyl or 9.5 mm (3/8 in.) ID Teflon® lined polyethylene

Intake Strainers

Choice of Teflon® and 316 stainless steel construction, and all 316 stainless steel in standard size, high velocity, and low profile for shallow depth applications

Factory Installed Options

PH/TEMPERATURE/ORP METER

Control/Logging

Field selectable to log pH/temperature or ORP independent of sample operation or to control sample collection in response to exceeding low/high setpoints

pH/Temperature Sensor

Temperature compensated; impact resistant ABS plastic body

Combination electrode with porous Teflon® junction

Measurement Range

pH: 0 to 14 pH

Temperature: -10 to 105°C (-14 to 221°F)

Operating Temperature

-18 to 80°C (0 to 176°F)

Dimensions

1.9 x 15.2 cm (0.75 x 6 in.) with 1.9 cm (0.75 in.) MPT cable end

DISSOLVED OXYGEN METER

Control/Logging

Field selectable to log dissolved oxygen independent of sampler operation or to control sample collection in response to exceeding low/high setpoints

Measurement Method

Galvanic

Sensor

Temperature compensated; impact resistant polypropylene body

Measurement Range

0 to 20 mg/L

Resolution

0.01 mg/L

Accuracy

±3% of reading or 0.1 mg/L

Operating Temperature

0 to 50 °C (32 to 122 °F)

Dimensions

1.7 x 15.7 cm (0.65 x 6.25 in.) with 1.9 cm (0.75 in.) MPT cable end

CONDUCTIVITY METER

Control/Logging

Field selectable to log conductivity independent of sampler connection or to control sample collection in response to volume exceeding low/high setpoints

Sensor

Temperature compensated; impact resistant polypropylene body

Measurement Range

0 to 20 mS/cm

Resolution

0.01 mS/cm or 1 mS/cm

Accuracy

±2% of reading or 0.01 ms

Operating Temperature

0 to 50°C (32 to 122°F)

Dimensions

1.7 x 15.2 cm (0.67 x 6 in.) with 1.9 cm (0.75 in.) MPT cable end

SUBMERGED PRESSURE TRANSDUCER

Material

Epoxy body with stainless steel diaphragm

Cable

Polyurethane sensor cable with air vent

Length: 7.6 m (25 ft.) standard; 20 m (15.24 ft.) optional

Sensor Dimensions

2 x 3.8 x 12.7 cm (0.8 x 1.5 x 5 in.)

Maximum Range

5 psi, 0.063 to 3.5 mm (0.018 to 11.5 ft.)
15 psi, 0.063 m to 10.5 m (0.018 to 34.6 ft.)

Maximum Allowable Level

3x over pressure

Operating Temperature

0 to 71°C (32 to 160°F)

Continued on next page.

Specifications *continued*

Compensated Temperature Range

0 to 30°C (32 to 86°F)

Air Intake

Atmospheric pressure reference is desiccant protected

SUBMERGED AREA/VELOCITY PROBE

Method

Velocity: Doppler Principle

Level: Pressure Transducer

Material

Polymer body, 316 series stainless steel diaphragm

Cable

8-conductor urethane jacketed sensor cable with air vent

Length: 7.6 m (25 ft.) standard,
76.2 m (250 ft.) maximum

Sensor Dimension

12.7 x 3.8 x 2 cm (5 x 1.5 x 0.8 in.)

Velocity

Velocity Accuracy: 2% of reading

Zero Stability: <0.015 m/s (0.05 ft./s)

Response Time: 4.8 seconds

Profile Time: 4.8 seconds

Range: -1.52 to 6.1 m/s (-5 to 20 ft./s)

Resolution: 0.3 cm/s (0.01 ft./s)

Depth

Depth Accuracy:

±1.37 mm (0.054 in.) at 0 to 3.35 m
(0 to 11 ft.)

±4.09 mm (0.161 in.) at 0 to 10.06 m
(0 to 33 ft.)

Maximum Allowable Level:
3x over pressure

Operating Temperature:
0 to 71 °C (32 to 160 °F)

Compensated Temperature Range:
0 to 30 °C (32 to 86 °F)

Temperature Error:

0.005 to 3.5 m ±0.0022 m/°C
(0.018 to 11.5 ft. ±0.004 ft./°F)

0.005 to 10.5 m ±0.006 m/°C
(0.018 to 34.6 ft. ±0.012 ft./°F)

*Maximum error within compensated
temperature range per degree of
change.*

Velocity Induced Error on Depth
(patent pending):

0 to 3.05 m/s (0 to 10 ft./s) =
0.085% of reading

Air Intake:

Atmospheric pressure reference is
desiccant protected

Rain Gauge Input

For use with Hach Sigma Tipping Bucket
Rain Gauge

The Sampler Program can be initiated
upon field selectable rate of rain

Sampler records rainfall data

Each tip = 0.25 mm (0.01in.) of rain

Analog Input Channels

Up to 3 additional data logging channels
record data from external source(s)

Field assignable units:

-4.0 to +4.0 Vdc and 0 to 20 mA

4-20 mA Output

Up to 2 output signals available

User assignable

Maximum Resistive Load: 600 ohms

Output Voltage: 24 Vdc, no load

Isolation Voltage:

Between flow meter and 4-20 mA
output, 2500 Vac

Between the two 4-20 mA outputs,
1 500 Vac

Alarm Relays

(4) 10 amp/120 Vac or 5 amp/220 Vac
form C relays

±0.1% FS error

User assignable for any logged internal
or external data channel or assignable
event

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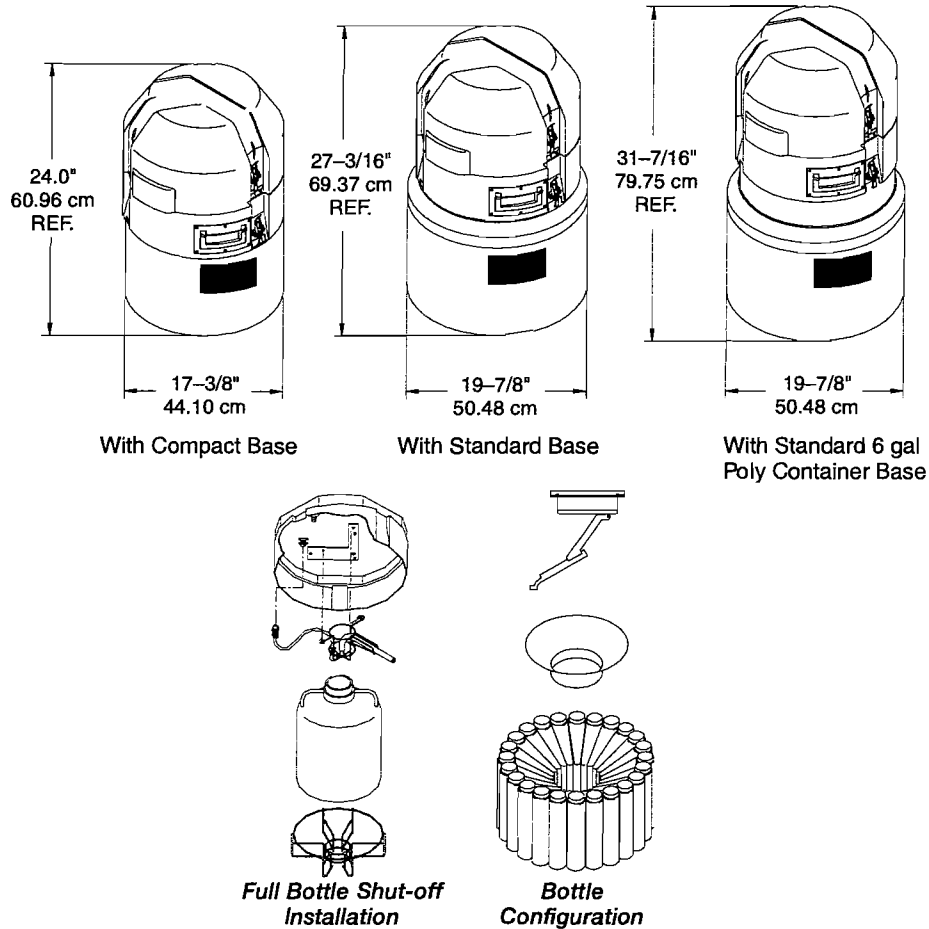
**Specifications subject to change without notice.*

Engineering Specifications

1. The sampler shall be suitable for the representative collection of toxic and conventional pollutants.
2. The sampler shall incorporate a high-speed peristaltic pump for collection of the sample liquid.
3. The sample pump shall produce a minimum intake velocity of 2 feet per second at 15 feet vertical lift in a 3/8-inch ID intake line.
4. All electromechanical components shall be protected within a totally sealed housing conforming to NEMA 4X and 6 standards for submersible, watertight, dust-tight, and corrosion resistant operation.
5. The unit shall have interchangeable compact and standard bases.
6. The sampler base shall be double wall insulated constructed of beige ABS plastic.
7. The sampler shall be convertible to discrete operation by installing a modular distribution assembly and bottle set.
8. The sampler shall be convertible to composite operation by installing a composite container
9. The controller shall have a hermetically sealed 19 key, multiple function keypad and self-prompting 8 line x 40 character back-lit liquid crystal graphics display.
10. The sampler shall allow for the following integral options: level meter, flow meter, pH-temperature/ORP meter, temperature meter, dissolved oxygen meter, conductivity meter, rain gauge input, and three (3) analog inputs.
11. The unit shall have the capability of retaining up to five complete sampling programs in memory.
12. The sampler shall be capable of operation in a timed or flow proportional mode.
13. The sampler shall be capable of rinsing the intake line with the source liquid immediately prior to sample collection.
14. In the event that sample liquid is not obtained on the initial attempt, the sampler shall automatically purge and repeat the collection cycle.
15. To permit sampling during work shifts or other specific periods, the sampler shall be programmable for up to twenty-four start/stop intervals.
16. The sampler case shall be of high impact vacuum-formed ABS plastic, 3-section construction.
17. The base(s) shall be insulated, double wall construction.
18. The base shall hold (select: standard base; 32 pounds of ice with the 350 mL glass bottles in place, compact base; 8.5 pounds of ice with the 575 mL polyethylene bottles in place).
19. The sampler shall be provided with a 4-20mA interface allowing flow proportional sampling from an external flow meter analog output.
20. The sampler shall be provided with a liquid level actuator for program initiation based on a rising liquid level.
21. The sampler shall be provided with a full bottle cut off switch.
22. The sampler shall be the Sigma Model 900 Max Portable Sampler, manufactured by Hach Company

Dimensions

The Hach Sigma 900 Max Portable Sampler is designed for indoor or outdoor use. No secondary enclosure is required when operated within the specified temperature range. The sampler consists of three main sections—the top cover, the center control system, and the bottle/base section held together by stainless steel latches which serve as the connection point for the optional suspension harness. The lockable top cover protects the controller from extreme weather and unauthorized use.



Ordering Information

Controller and Base Options

8930	Sigma 900 Max Portable Sampler, with controller, center sections, and top cover (complete sampler requires adding a base option)
8975	Compact Insulated Base
8976	Standard Insulated Base
8958	12 Bottle Base
8561	Composite Insulated Base

Bottle Options

6559	2.5 Gallon Glass, with Teflon-lined cap
1918	3 Gallon Polyethylene, with cap
6494	6 Gallon Polyethylene, with cap
1502	Container Support
8996	Retainer/Full Container Shut-off
737	Set of (24) 1 Liter Polyethylene, with caps
1369	Set of (24) 575 mL Polyethylene, with caps
2348	Set of (8) 950 mL Glass, with Teflon lined caps
2217	Set of (4) 1 Gallon Polyethylene, with caps
2216	Set of (4) 1 Gallon Glass, with Teflon lined caps
2215	Set of (2) 1 Gallon Polyethylene, with caps
2214	Set of (2) 1 Gallon Glass, with Teflon lined caps

Bottle Retainers (for multiple bottles)

2620	Retainer for (12) 950 mL Glass Bottles
2189	Retainer for (24) 350 mL Glass Bottles
1422	Retainer for (8) Glass, (8) Poly, (24) 575 mL Poly, and (24) 1 Liter Poly Bottles
2347	Retainer for (8) 950 mL Glass Bottles
2190	Retainer for 1 Gallon Glass and 1 Gallon Polyethylene Bottles

Distributors

8582	Distributor with Arm for 24 Bottle, Standard Case and 12 Bottle Base
8580	Distributor with Arm for 24 Bottle Compact Base
8584	Distributor with Arm for 2, 4 and 8 Bottle Standard Base and 8 Bottle Compact Base
8583	Distributor Arm only for 24 Bottle Standard Base and 12 Bottle Base, requires distributor assembly
8581	Distributor Arm for 24 Bottle with Compact Base, requires distributor assembly
8585	Distributor Arm for 2, 4 and 8 Bottle with Standard Base, requires distributor assembly

Continued on next page.

Ordering Information *continued*

Intake Tubing and Strainers

922	25 ft. Teflon Lined Polyethylene Tubing, 3/8-in. ID (requires Prod. No. 2186 Connection Kit)
2186	Connector Kit, for Teflon lined polyethylene tubing
920	25 ft. Vinyl Intake Tubing, 3/8-in ID
2070	Strainer, all 316 stainless steel
2071	Strainer, for shallow depth applications, all 316 stainless steel
4652	Strainer, high velocity and shallow dept

Pump Tubing

4600-15	Pump Tubing, 15 ft.
8964	Pump Tube Insert

Integral Water Quality Parameters

8793	Integral pH-Temp/ORP Option, factory installed
3328	pH-Temperature Probe (grounded), with 25 ft. cable
3227	DO and Conductivity Receptacle, factory installed
3216	Kit, D.O. Probe, with 25 ft. Cable
3223	Conductivity Probe only, with 25 ft. cable

4-20 mA Input

8795	Three (3) Analog Input Data Logging Channels
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4-20 mA Output

8797	First 4-20 mA Output
8798	Second 4-20 mA Output

Alarm Relays

8984	Four (4) Alarm Relays
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Modem

1602	Modem, 14,400 baud
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Rain Gauge

8800	Rain Gauge Receptacle, factory installed
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Cables and Interfaces

1727	Sampler or Flow Meter to PC Cable
3358	RS-232 Extension Cable

Accessories

1355	Suspension Harness (suspends the sampler)
9542	Manhole Support Bracket/Spanner, 18 to 28 in.
9557	Manhole Support Bracket/Spanner, 28 to 48 in.
5713000	Manhole Support Bracket, 18 to 27 in.
943	Liquid Level Actuator, 25 ft. cable

At Hach, it's about learning from our customers and providing the right answers. It's more than ensuring the quality of water—it's about ensuring the quality of life. When it comes to the things that touch our lives...

Keep it pure.

Make it simple.

Be right.

For current price information, technical support, and ordering assistance, contact the Hach office or distributor serving your area.

In the United States, contact:

HACH COMPANY World Headquarters
PO. Box 389
Loveland, Colorado 80539-0389
U.S.A.
Telephone: 800-227-4224
Fax: 970-669-2932
E-mail: orders@hach.com
www.hach.com

U.S. exporters and customers in Canada, Latin America, sub-Saharan Africa, Asia, and Australia/New Zealand, contact:

HACH COMPANY World Headquarters
PO. Box 389
Loveland, Colorado 80539-0389
U.S.A.
Telephone: 970-669-3050
Fax: 970-461-3939
E-mail: intl@hach.com
www.hach.com

In Europe, the Middle East, and Mediterranean Africa, contact:

HACH LANGE GmbH
Willstätterstraße 11
D-40549 Düsseldorf
GERMANY
Tel: +49 (0) 211 5288-0
Fax: +49 (0) 211 5288-143
E-mail: info@hach-lange.de
www.hach-lange.com

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In the interest of improving and updating its equipment, Hach Company reserves the right to alter specifications to equipment at any time.



Be Right™



October 29, 2010

Dear Prospective Customer:

By signature below the following Hach representatives are hereby authorized (during the period of October 29, 2010 through December 31, 2011) to sign all bid documents submitted by Hach to prospective customers, which do not require a Corporate Officer's signature:

Jackie Westover
Debbie Casale
Roxanna Nittmann
Emily A. Coppola
Staci Lamfers
Tom Mulleady
Heather Johnston
Greg Hirt
Paul Johnstone
Ronald Khoshabeh
Scott Hjelmervik
Jill Spilker

We appreciate the opportunity to do business with your organization.

Sincerely,

Hach Company

Christopher Fergen
Vice President of Sales,
Service, & Customer Contact
800-227-4224x6255
970-669-2932 (fax)
<http://www.hach.com>



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

Request for Bid (RFB)

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

Bid Data

Bid Number: **31-06JUL11**
Commodity Title: **Portable Water Samplers**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **WEDNESDAY, July 06, 2011**
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 209
Columbia, MO 65201**
Directions: The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **WEDNESDAY, July 06, 2011**
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

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

1. Introduction and General Conditions of Bidding

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

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" to provide Portable Water Samplers and pertinent optional equipment.
 - 2.1.1. **Estimated Quantity** – The quantities indicated on the Response Form are **estimates only** and are based on anticipated future requirements, and as such, do not constitute a guarantee on the part of the County. The County reserves the right to increase or decrease the quantities outlined on the Response Form as needed.
 - 2.2. The unit prices for the items identified on the Response Form shall remain fixed.
 - 2.3. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 15 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
 - 2.4. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
 - 2.5.1. All prices shall be FOB Destination, freight prepaid and allowed. This shall mean that the contractor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the unit cost of the item. The County will not pay freight, etc. in addition to the price of the item.
 - 2.6. **Product Specifications**
 - 2.6.1. **Items to be supplied** – Three new Hach Sigma 900 Max Portable Water Samplers or equivalent.
 - 2.6.2. **Optional equipment**
 - 2.6.2.1. **Set of (24) 1 liter polyethylene bottles with caps.**
 - 2.6.2.2. **Retainer for (8) glass, (8) poly., (24) 575 ml polyethylene, and (24) 1 liter polyethylene bottles.**
 - 2.6.2.3. **Distributor with arm for 24 bottle standard base and 12 bottle base.**
 - 2.6.2.4. **Additional Battery, GEL electrolyte, 12 VDC, 4 Amp-hr. including 6130 MSDS sht and DOC016.53.80036.**
 - 2.6.2.5. **Ultrasonic flow meter option for 900MAX indoor refrigerator.**
 - 2.6.2.6. **Ultrasonic sensor, 0-10 ft. range with 25 ft cable.**
 - 2.6.2.7. **Bracket, Ultrasonic permanent.**
 - 2.6.2.8. **Strainer, for shallow depth applications, all 316 stainless steel.**
 - 2.6.2.9. **Rain gauge input for 2149 rain gauge.**
 - 2.6.2.10. **Rain gauge with 25ft cable and mounting base plate.**
 - 2.6.12. **Or Equal** - Bidders are to bid as specified herein or bid an equal. All bids of an equivalent product and or optional equipment should including a written description of the alternate offering and any exceptions to the specifications. All products bid shall be manufactured in the U.S.A.
 - 2.7. **ADDITIONAL INSTRUCTIONS AND CONDITIONS**
 - 2.8. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Resource Management, Attn: Georganne Bowman, 801 E. Walnut Rm. 315 Columbia, MO 65201. Payment will be made within 30 days from receipt of an accurate Bill.
 - 2.09. **DESIGNEE** – Boone County Resource Management, 801 E. Walnut Rm. 315 Columbia, MO 65201.
 - 2.10. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Tyson Boldan, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: tboldan@boonecountymo.org.
 - 2.11. **DELIVERY** - Boone County Resource Management, 801 E. Walnut Rm. 315. Please note that this may be a 3rd floor delivery.

2.11.1. **Delivery Terms - FOB Destination – Inside Delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.**

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.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

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

4.8. PRICING

Item #	Description	Estimated Quantity	Unit Price	Extended Total (Unit Price X Estimated Quantity)
4.8.1.	New Hach Sigma 900 Max Portable Water Samplers or equivalent (as per section 2 of this bid.)	3	\$	\$
4.8.2.	Set of (24) 1 liter polyethylene bottles with caps.	3	\$	\$
4.8.3.	Retainer for (8) glass, (8) poly., (24) 575 ml polyethylene, and (24) 1 liter polyethylene bottles.	3	\$	\$
4.8.4.	Distributor with arm for 24 bottle standard base and 12 bottle base.	3	\$	\$
4.8.5.	Additional Battery, GEL electrolyte, 12 VDC, 4 Amp-hr. including 6130 MSDS sht and DOC016.53.80036.	3	\$	\$
4.8.6.	Ultrasonic flow meter option for 900MAX indoor refrigerator.	3	\$	\$
4.8.7.	Ultrasonic sensor, 0-10 ft. range with 25ft cable.	3	\$	\$
4.8.8.	Bracket, Ultrasonic permanent.	3	\$	\$
4.8.9.	Strainer, for shallow depth applications, all 316 stainless steel.	3	\$	\$
4.8.10.	Rain gauge input for 2149 rain gauge.	3	\$	\$
4.8.11.	Rain gauge with 25ft cable and mounting base plate.	3	\$	\$
4.9.	Delivery After Receipt of Order:			
4.9.1.	Manufacturer Warrantee: _____ _____ _____ _____ _____ _____ _____			

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

4.10. _____ Yes _____ No

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.

4.11. _____

Authorized Representative (Sign By Hand):

4.11.1. _____
Type or Print Signed Name:

4.11.2. _____

4.11.3. Date: _____
Authorized Representative (Sign By Hand):

4.11.1. _____

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date



Boone County Purchasing

601 E. Walnut, Room 209

Columbia, MO 65201

Tyson Boldan, Buyer

573/886-4392 - FAX 573/886-4390

Standard Terms and Conditions

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Quotation 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 quotation and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. 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.



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

“No Bid” Response Form

Tyson Boldan, 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: 34-06JUN11 – Portable Water Samplers

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 2nd day of August 20 11

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

Now on this day the County Commission of the County of Boone does hereby amend agreement MM58 – Bituminous Material with Missouri Petroleum. It is further ordered the Presiding Commissioner is hereby authorized to sign said amendment.

Done this 2nd day of August, 2011.

ATTEST:

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

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: July 28, 2011
RE: Amendment Number One – MM58 – Bituminous Material

Contract *MM58 – Bituminous Material* was approved by commission for award on March 15, 2011, commission order 102-2011 by split award by low bid by line item to Vance Brothers, Coastal Energy and Missouri Petroleum. Due to proposed increases for this next renewal period, the primary and secondary suppliers have changed for the period July 1, 2011 through September 30, 2011. The amendments change the award as follows:

Vance

Primary Supplier: CRS-2; MC-3000; SS-1; CRS-2P; MC-800; EA-90; EA-90P, MC-30
Secondary Supplier: AEP, MC-800

Coastal Energy

Primary Supplier: PEP; AEP
Secondary Supplier: MC-3000; SS-1; MC-800, MC-30

Missouri Petroleum

Secondary Supplier: EA-90; EA-90P; CRS-2P, MC-30

These are Term and Supply contract and invoices will be paid from department 2040 - PW Maintenance Operations, account number 26400 - Road Oil.

cc: Greg Edington, Chet Dunn, Jane Telander, Elaine Goodwin, PW Bid File

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

July 18, 2011

Missouri Petroleum
Attn: Henry Schmitt, V.P.
1620 Woodson Rd.
St. Louis, MO 63114

RE: Amendment #1 to MM58 – Bituminous Material

Dear Mr. Schmitt:

Enclosed are two original amendments to the above referenced contract for your signature. Please sign and return both amendments as soon as possible using the enclosed self-addressed envelope. Once returned, I will read the amendments in commission and obtain their signature, and return one completed amendment back to you.

Please contact me should you have any questions or need additional information. We look forward to doing continued business with your firm.

Sincerely,

A handwritten signature in cursive script that reads "Melinda Bobbitt".

Melinda Bobbitt, CPPB
Director of Purchasing

att

cc: Bid File

**CONTRACT AMENDMENT NUMBER ONE
PURCHASE AGREEMENT FOR
BITUMINOUS MATERIAL - TERM AND SUPPLY**

The Agreement **MM58** dated March 15, 2011, made by and between Boone County, Missouri and **Missouri Petroleum** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

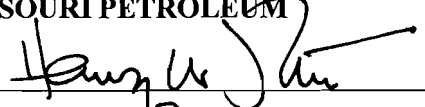
1. Due to proposed pricing increases, the primary and secondary suppliers of MM58 have changed for some of the line items. For the period **July 1, 2011 through September 30, 2011**, **Missouri Petroleum** shall be awarded as follows:

Secondary Supplier: EA-90; EA-90P; CRS-2P; MC30

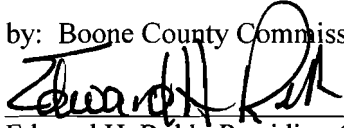
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

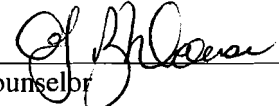
MISSOURI PETROLEUM

by 
title VICE PRESIDENT

BOONE COUNTY, MISSOURI

by: Boone County Commission

Edward H. Robb, Presiding Commissioner

APPROVED AS TO FORM:

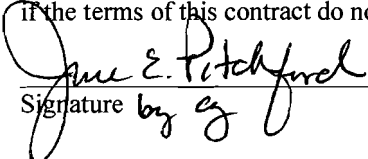

County Counselor

ATTEST:


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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


Signature by eg

7/25/11
Date

2040 / 26400
No Encumbrance Required
Appropriation Account

**CONTRACT AMENDMENT NUMBER ONE
PURCHASE AGREEMENT FOR
BITUMINOUS MATERIAL - TERM AND SUPPLY**


The Agreement **MM58** dated March 15, 2011, made by and between Boone County, Missouri and **Vance Brothers, Inc.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

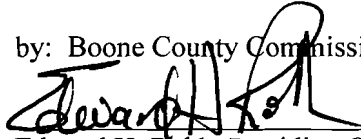
1. Due to proposed pricing increases, the primary and secondary suppliers of MM58 have changed for some of the line items. For the period **July 1, 2011 through September 30, 2011**, **Vance Brothers Inc.** shall be awarded as follows:

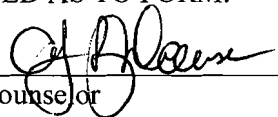
Primary Supplier: CRS-2; MC-3000; SS-1; CRS-2P; MC-800; EA-90; EA-90P; MC30
Secondary Supplier: AEP; MC-800

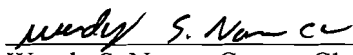
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

VANCE BROTHERS, INC.
by 
title Vice President

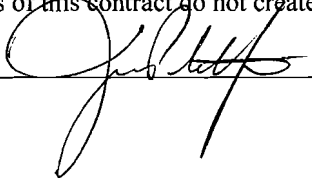
BOONE COUNTY, MISSOURI
by: Boone County Commission

Edward H. Robb, Presiding Commissioner

APPROVED AS TO FORM:

County Counselor

ATTEST:

Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Signature 

8/3/2011
Date

2040 / 26400
No encumbrance Required
Appropriation Account

**CONTRACT AMENDMENT NUMBER ONE
PURCHASE AGREEMENT FOR
BITUMINOUS MATERIAL - TERM AND SUPPLY**

The Agreement **MM58** dated March 15, 2011, made by and between Boone County, Missouri and **Coastal Energy Corporation** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1. Due to proposed pricing increases, the primary and secondary suppliers of MM58 have changed for some of the line items. For the period **July 1, 2011 through September 30, 2011**, **Coastal Energy Corporation** shall be awarded as follows:

Primary Supplier: PEP; AEP
Secondary Supplier: MC-3000; SS-1; MC-800, MC-30

- 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.

COASTAL ENERGY CORPORATION

by *Chad Odle*
title *Asphalt Rep*

BOONE COUNTY, MISSOURI

by: Boone County Commission
Edward H. Robb
Edward H. Robb, Presiding Commissioner

APPROVED AS TO FORM:

J. Blase
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.)

Signature *Jim Pletford*

Date *8/3/2011*

2040 / 26400
No encumbrance Reg'd
Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 2nd day of August 20 11

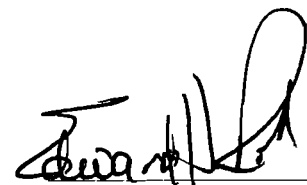
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize payment of \$3,733.80 for replacement of flush valves at the Boone County Fairground facilities. This expense is properly an expense of the Boone County Fair, Inc., under paragraph #5 of its Lease and License Agreement with the County, and is also the subject of a pending insurance claim. If the County is able to obtain reimbursement from either source appropriate accounting entries will be made at that time. The timely replacement of the subject valves was deemed necessary for the fairgrounds facilities to accommodate the scheduled Boone County fair.

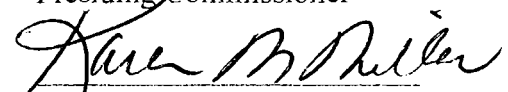
Done this 2nd day of August, 2011.

ATTEST:

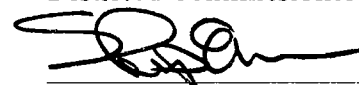
Wendy S. Noren
 Wendy S. Noren
 Clerk of the County Commission



Edward H. Robb
 Presiding Commissioner



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 2nd day of August 20 11

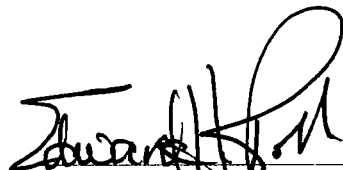
the following, among other proceedings, were had, viz:

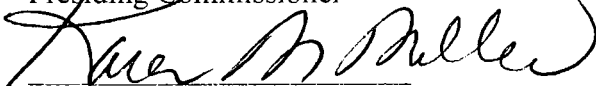
Now on this day the County Commission of the County of Boone does hereby reappoint Richard Shanker to the Building Code Commission.

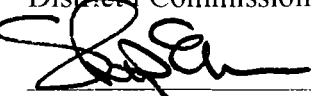
Done this 2nd day of August, 2011.

ATTEST:

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


Edward H. Robb
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

TO

MONICA RUSTER

Ed Robb, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 333
Columbia, MO 65201
573-886-4305 • FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

Term = 7/29/11 thru 7/29/13
Re-Appoint

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Building Code Commission Term: 6/23/2011

Current Township: _____ Today's Date: 6/23/2011

Name: Richard Shanker

Home Address: 1829 Cliff Drive Zip Code: 65201

Business Address: P.O. BOX Zip Code: 65205

Home Phone: 573-8752035 Work Phone: _____

Fax: 412-9473 E-mail: _____

Qualifications: CONSTRUCTION INDUSTRY 30+ YEARS

COLUMBIA BUILDING CODES COMMISSIONER

MEMBER COLUMBIA ELECTRICAL BOARD

PLUMBING

BOONE COUNTY IGA

Past Community Service: _____

SEE ABOVE AND AIRPORT ADVISORY BOARD

References: JOHN SIDDITH CITY OF COLUMBIA

" SIMON " " "

NADINE DAVIS " " "

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

[Signature]
Applicant Signature

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311

1/30 - Applying

CALL TO VERIFY RECEIPT 8752035