

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 12

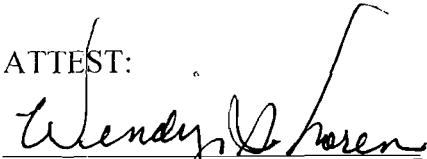
In the County Commission of said county, on the 11th day of October 20 12

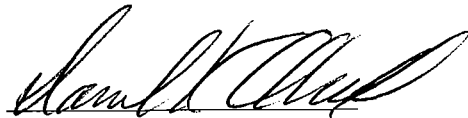
the following, among other proceedings, were had, viz:

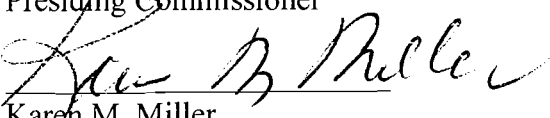
Now on this day the County Commission of the County of Boone does hereby approve the contract between the Youth Community Coalition and Boone County, Missouri for compliance checks. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is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

Done this 11th day of October, 2012.

ATTEST:


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


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

STATE OF MISSOURI

County of Boone

} ss.

I,Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

Clerk County Commission

By D.C.

No.

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of

MEMORANDUM OF UNDERSTANDING

1. This Agreement between Youth Community Coalition (YC2) and Boone County Sheriff's Department shall be from September 30th, 2012 until terminated by mutual agreement.

SERVICES AND RESPONSIBILITIES

2. YC2 shall be responsible to:
 - a. Provide \$4,000.00 to be used for compliance checks between 9/30/2012 and 9/30/2013;
 - b. Distribute positive rewards to retailers who pass compliance checks.
3. **Boone County Sheriff's Department** shall be responsible to:
 - a. Conduct a minimum of 25 compliance checks between 9/30/2012 and 9/30/2013;
 - b. Provide a report to YC2 indicating the number of compliance checks performed and the number of passed/failed checks.

CONFIDENTIALITY

Both parties agree that they shall be bound by and shall abide by all applicable Federal and State statutes or regulations pertaining to the confidentiality of client records or information, including volunteers. The parties shall not use or disclose any information about a recipient of the services provided under this Agreement for any purpose not connected with the parties' contract responsibilities, except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian.

AMENDMENT

This agreement may be amended by mutual consent of both parties; however such agreements MUST BE in writing and signed by both parties. DATED this _____ day of _____, 2012.



 Youth Community Coalition

Tiffany Bowman

 Signature

Board President

Title

SEE ATTACHED

 Boone County

SEE ATTACHED

 Signature

Title



201 Switzler St
Columbia, MO 65201
573-443-2556x1284
yc2@columbiaha.com
www.yc2.org

July 9, 2012

Captain Gary German
Boone County Sheriff's Department
Columbia, MO 65202

Dear Captain German,

The Youth Community Coalition (YC2) was recently awarded a grant of \$4,000.00 for the prevention of underage drinking from the Substance Abuse and Mental Health Services Administration. In the spirit of this award, YC2 would like to provide the Boone County Sherriff's Department with funding to implement environmental strategies which reduce the availability of alcohol.

Funds are to be used for the following purposes:

- To provide training for officers involved in compliance checks;
- To pay overtime wages for officers conducting compliance checks;
- To pay stipends for youth involved in the completion of compliance checks;
- To provide equipment needed to perform the above strategies more efficiently.

Acceptance of the funds means that the Boone County Sheriff's Department will perform a minimum of 25 compliance checks between 9/30/2012 and 9/30/2013 and to provide a report to YC2 of the number and outcome of checks conducted.

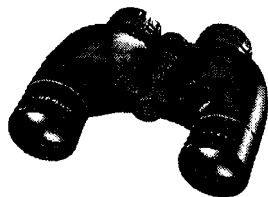
It is our hope that this partnership will result in a decreased youth access to alcohol in Boone County and result in safe and healthy kids. As a coalition we greatly appreciate all of your efforts in our community to support safe, healthy, and drug free youth.

Sincerely,

Ryan Worley
Program Coordinator
Youth Community Coalition

2013 Youth Community Coalition Funds

Item Description	Cost	Quantity	Total Cost
Investigative fund-buy money/operation funds	300	1	300
Overtime enforcement efforts	1800	1	1800
Covert key chain DVR	300	1*	300
External body armour vests-plain clothes	150	6*	950
Binoculars image stabilizer	500	1	500
Binoculars standard	150	1*	150
* freight is extra			
Grand total			4000



Leupold® Rogue™ Binoculars

Regular Price: \$169.99 - \$179.99
 Sale Price: \$149.99 - \$159.99

Item: IK-713334

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Text Size: [A](#) [A](#) [A](#)

Leupold® Rogue™ Binoculars

- Fully multicoated lenses
- Waterproof
- Balanced, ergonomic body

Porro-prism construction gives the all-new Rogue a traditional look and feel with all the performance associated with the Leupold name. Fully multicoated lenses increase light transmission for a bright crisp image. The balanced ergonomic body makes it comfortable and easy to hold. Plus, they're armored, waterproof and nitrogen-filled for reliable use in all conditions


Overall Customer Rating:
 ☆☆☆☆ 4.3 out of 5
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Product Questions and Answers
 2 questions | 6 answers [Read all Q&A](#)

Like [Sign Up](#) to see what your friends like.

Additional Information

- [Buyer's Guide](#)



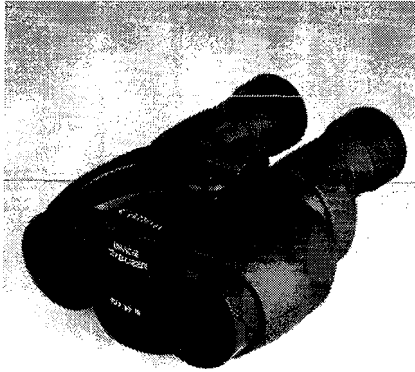
Leupold® Rogue™ Binoculars

Power	Weight (oz.)	Height (in.)	FOV @ 1,000 yds. (ft.)	Color/ Camo Pattern	Quantity	Price
8x50	29.7	7.3	331	Black	<input type="text" value="1"/>	Regular Price: \$179.99 Sale Price: \$159.99 In Stock
10x42	24.2	5.7	331	Black	<input type="text" value="1"/>	Regular Price: \$169.99 Sale Price: \$149.99 In Stock



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- NIGHT VISION
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- RANGEFINDERS
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- MICROSCOPES
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BINOCULAR ACCESSORIES BINOCULARS 101



Canon 10x30mm IS Image Stabilized Binoculars

(105 Ratings) [Read 105 Reviews](#) [Write a Review](#)
Sale Price: ~~\$499.98~~ **Free Shipping** Ships Oct. 23rd, Arrives Oct. 25th if bought before the end of the day
List Price: \$780.00 [Shipping Options](#)
 SAVE 36%

- One of our top consumer-rated binoculars!
- Image stabilizer eliminates image shake
- Fantastic for sporting events or viewing while in motion
- Canon's super spectra multi-coating for superior contrast
- Water-resistant rubber coating for secure grip

[Details & Dimensions Guarantee & Returns](#)

Like 30 Send

Tweet

What's Included?

Binoculars, Neck Strap, Case, Eyepiece Covers, 2AA Batteries

Description

Banish image-shake forever!

The more powerful the binoculars, the more hand vibrations are magnified. As a result, even a slight shake of the hands will shake the image in the binoculars significantly. Image-shake quickly becomes intolerable, and you just can't follow the action.

However, with Canon's 10x30 Image-Stabilized binoculars, you can enjoy your caffeine and still watch the game from the back row of the stadium. Canon's image-stabilized binoculars offer outstanding optics, along with excellent digital "shake suppression," so the image in your binoculars always looks steady to the eye.

High-Tech Device

At the stabilizer's heart are vertical and horizontal gyroscopes that detect motion in any direction. The amount of shake is instantly calculated by a microcomputer, and the movement is optimally counteracted, either by a set of variable-angle prisms or a tilt mechanism. In effect, the light refraction is altered so the image always is viewable, even when hands are less than steady.

Advanced Features

Moreover, these lightweight 10x30 IS binoculars are nicely contoured to fit perfectly in your hands. A textured-rubber coating provides a non-slip grip and protection from the elements. The center-mounted focus adjuster and image-stabilizer controls are easily accessible with either hand.

Best of all, Canon's 10x30 IS binoculars are affordable. That means you can buy a pair and still afford to buy tickets to your favorite events!

SUPPLIER SKU:
2897A002

SHIPPING RESTRICTIONS:
Available for shipment to the USA and Canada only

Dimensions & Specifications

Weight	22 oz.
Size	Mid Size Binoculars
Power Source	2x AA
Eye Relief	14.5 mm
Waterproof	No
Features	Image Stabilized
Magnification	10 x
Brand	Canon
Dimensions (in)	5.0 x 5.9 x 2.8 Inches
Objective Lens Diameter	30 mm
Field of View @ 1000 Yards	314 ft.
Angular Field of View	6 Degrees
Exit Pupil	3 mm
Focus Type	Center Focus
Close Focusing Distance	13.8 ft.
Tripod Adaptable	Yes
Binoculars Series	Canon Image Stabilized Binoculars
Lens Coating	Fully Multi Coated
Prism Type	Porro Prism Binoculars

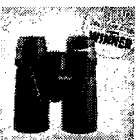
Other Customers Also Viewed



Zhumell 10x42mm Signature Waterproof Binoculars
 Price: **\$139.98**



Zhumell 8x42mm Short Barrel Waterproof Binoculars
 Price: **\$109.98**



Bushnell 10x42mm Legend Ultra HD Binoculars
 Price: **\$243.98 to \$249.98**



Zhumell 10x42mm Short Barrel Waterproof Binoculars
 Price: **\$119.98**

The Perfect Accessories Customer Reviews

WELCOME : SIGN IN

0

QUOTATION



From: **Ed Roehr Safety Products Co.**

2710 Locust St.
St. Louis, MO 63103
Phone 314.533.9344

Fax 314.533.3830

Date: 1/23/2012
Quote # BooneCO012312

Salesman: *Dathan Balwin #015*
Quoted by: *Dathan Balwin #015*

To: **Boone County Sheriff's Department MO**

Attn: Capt Gary German
573-876-1111
Ggerman@BooneCountyMo.org

We are pleased to quote your inquiry as follows:

Quantity	Description	Price	Amount
6	ABA-TAC1-PKT Tactical Assault Carrier—Pocket Includes 1 Small ID for Front and 1 Large ID for Rear	150.00	900.00
			0.00
		Freight	50.00
		Total	950.00

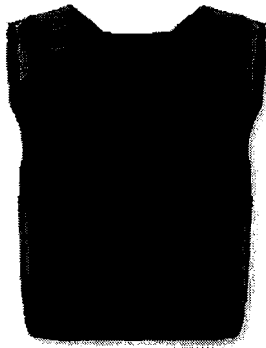
Quotes are valid for 30 days unless otherwise specified.

If you have any questions concerning this quotation please contact
Dathan Baldwin 816-215-7581

THANK YOU FOR YOUR BUSINESS!

ACCESSORIES

EXTERNAL CARRIERS



Tactical Assault Carrier—Clean

- Rugged 1000-denier Cordura® nylon exterior material for lasting durability
- Non-abrasive hexagon Rip-stop nylon interior material for increased comfort
- Internal upper and lower suspension system for support of armor panels
- Adjustable shoulder and side closures for precision fit and removability
- Front and rear tri-pocket for upgrading protection with hard armor plates (5" x 8", 7" x 9" and 10" x 12" sizes)
- Internal cummerbund for a secure fit in all types of operations
- Front and rear hook and loop area for ID patches
- Available in custom colors and sizing



Tactical Assault Carrier—Pocket

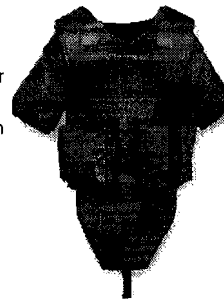
- Rugged 1000-denier Cordura® nylon exterior material for lasting durability
- Non-abrasive hexagon Rip-stop nylon interior material for increased comfort
- Internal upper and lower suspension system for support of armor panels
- Adjustable shoulder and side closures for precision fit and removability
- Front and rear tri-pocket for upgrading protection with hard armor plates (5" x 8", 7" x 9" and 10" x 12" sizes)
- Internal cummerbund for a secure fit in all types of operations
- Front and rear hook and loop area for ID patches
- Permanent Pouches include (1) 6" x 6" Utility, (1) 2" x 6" Flashlight/Baton, (1) 4" x 6" Dual Magazine (Handgun or Rifle), (1) 4" x 6" Radio, and (2) 3" x 3" Handcuff
- Available in custom colors and sizing



Tactical Assault Carrier—with Modular Webbing

- Rugged 1000-denier Cordura® nylon exterior material for lasting durability
- Non-abrasive hexagon Rip-stop nylon interior material for increased comfort
- Internal upper and lower suspension system for support of armor panels
- Adjustable shoulder and side closures for precision fit and removability
- Front and rear tri-pocket for upgrading protection with hard armor plates (5" x 8", 7" x 9" and 10" x 12" sizes)
- Internal cummerbund for a secure fit in all types of operations
- Front and rear hook and loop area for ID patches
- Front and rear Modular Webbing for attachment of optional tactical pouches
- Available in custom colors and sizing

- Durable non-skid material in shoulder area for dual weapon retention
- Rear drag strap for ease of extraction in down officer situations
- Upper arm and groin attachment system for optional extremity protection



TAC POCKET SHOWN WITH TACTICAL OPTIONS (BICEPS AND GROIN SOLD SEPARATELY)



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or
269.408.6087

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- Night & Thermal Vision
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- Tactical Products
- Security
- Computer Forensics
- Flashlights
- Transceivers

One button recording for both video and high resolution snap shot.
 Takes both video and up to 4,000 still photos.
 3 hours of video recording time and 3 hours of battery life.
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 Photo quality - 1280 x 1024 resolution.
 Simple and fast USB connection.
 Looks like a common key chain and door remote.

Specifications:
 1.3 Mega Pixel Camera
 Micro SD Memory
 AVI Video Recording
 WMA Audio Recording
 640 x 480 Video Resolution
 UP to 180 min. Recording Time
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Price: \$299.00

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494-2012

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 12

County of Boone

} ea.

5th

day of October

20 12

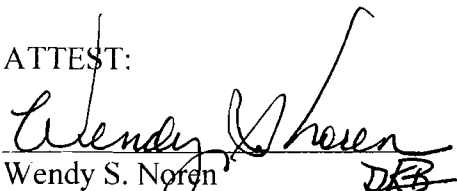
In the County Commission of said county, on the


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

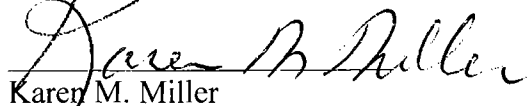
Now on this day the County Commission of the County of Boone does hereby approve the grant application by Boone County, Missouri for Cyber Crime Grant with Missouri Department of Public Safety. It is further ordered the Presiding Commissioner is hereby authorized to sign said application.

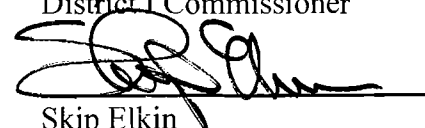
Done this 11th day of October, 2012.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

STATE OF MISSOURI

County of Boone

} ss.

I,Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

Clerk County Commission

By D.C.

No.

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of

494

Missouri Department of Public Safety

Application

14374 - 2013 SCCG

14834 - Boone County Sheriff's Department Cyber Crimes Task Force

State Cyber Crime Grant (SCCG)

Status: Editing

Submitted Date:

Primary Contact

Name:*	Mr.	Andy	Anderson
	<small>Title</small>	<small>First Name</small>	<small>Last Name</small>
Job Title:	Detective		
Email:	AAnderson@Boonecountymo.org		
Mailing Address:	2121 County Drive		
Street Address 1:			
Street Address 2:			
*	Columbia	Missouri	65202
	<small>City</small>	<small>State/Province</small>	<small>Postal Code/Zip</small>
Phone:*	573-442-4313		Ext.
Fax:	573-442-4966		

Organization Information

Applicant Agency:	Boone County, Cyber Task Force
Organization Type:	Government
Federal Tax ID#:	436000349
DUNS #:	182739177

CCR Code: 4KKC8 11/30/2012
Valid Until Date
Organization Website: www.showmeboone.com
Mailing Address: 801 E. Walnut Street
Street Address 1:
Street Address 2:
 * Columbia Missouri 65201 7732
City State/Province Postal Code/Zip + 4
County: Boone
Congressional District: 09
Phone:* 573-886-4305
Ext.
Fax: 573-886-4311

Contact Information

Authorized Official

The Authorized Official is the individual that has the ability to legally bind the applicant agency in a contract (e.g. Presiding Commissioner, Mayor, City Administrator, State Department Director).

Name:* Mr. Dan Atwill
Title First Name Last Name
Job Title: Presiding Commissioner
Agency: Boone County Commission
Mailing Address: 801 East Walnut Street
Street Address 1:
Street Address 2:
City/State/Zip:* Columbia Missouri 65201
City State Zip
Email: DAtwill@boonecountymmo.org
Phone:* 573-886-4305
Ext.
Fax: 573-886-4311

Project Director

The Project Director is the individual that will have direct oversight of the proposed project. If the project agency is a law enforcement agency, the Project Director must be the Chief or Sheriff of the law enforcement agency.

Name:* Mr. Dwayne Carey
Title First Name Last Name

Job Title: Sheriff
Agency: Boone County Sheriff's Department
Mailing Address: 2121 County Drive
Street Address 1:
Street Address 2:
City/State/Zip:* Columbia Missouri 65202
City State Zip
Email: DCarey@boonecountymo.org
Phone:* 573-875-1111
Ext.
Fax: 573-876-6113

Fiscal Officer

The Fiscal Officer is the individual who has responsibility for accounting and audit issues at the applicant agency level (e.g. City Clerk, County Treasurer, Director of Finance).

Name:* Ms Nicole Galloway
Title First Name Last Name
Job Title: County Treasurer
Agency: Boone County Treasurer's Office
Mailing Address: 801 East Walnut Street
Street Address 1:
Street Address 2:
City/State/Zip:* Columbia Missouri 65201
City State Zip
Email: NGalloway@boonecountymo.org
Phone:* 573-886-4367
Ext.
Fax: 573-886-4369

Officer in Charge

The Officer in Charge is the individual that will act as the supervisor or commander of the proposed project, if different than the Project Director listed above. This individual will be the primary contact for day-to-day questions regarding the grant project and operations.

Name: Mr. Andy Anderson
Title First Name Last Name
Job Title: Task Force Coordinator
Agency: Boone County Sheriff's Department
Mailing Address: 2121 County Drive
Street Address 1:

Street Address 2:

City/State/Zip: Columbia Missouri 65202
City State Zip

Email: AAnderson@boonecountymo.org

Phone: 573-442-4313
Ext.

Fax: 573-442-4966

Project Summary

Application Type: Renewal

Current Contract Number(s): 2009-MJCCG-028

Program Category: Law Enforcement

Project Type: Regional

Geographic Area: Boone County, including the cities of Columbia, Centralia, Ashland, Sturgeon, Hartsburg, Rocheport, Hallsville, and Harrisburg. Other Counties include Audrain, Callaway, Cole County, Cooper, Howard, and Randolph. The largest cities in these counties are Mexico, Fulton, Jefferson City, Boonville, Fayette, and Moberly respectively.

The Boone County Sheriff's Department Cyber Crimes Task Force is a joint cooperative effort formalizing relationships between and among the participating agencies in order to foster an efficient and cohesive unit capable of addressing the problem of crimes committed through the use of computers and Internet within the Mid-Missouri area. The major focus of this task force is the detection and investigation of Internet crimes committed against children. Investigations may include Internet enticement of children, promoting and possession of child pornography, trafficking of children, cyber bullying, trafficking of illegal narcotics to minors, terrorist threats such as plots of violence at schools, or other crimes perpetrated through the use of computers, the Internet, or other electronic media. This task force also provides forensic examinations of computers and other electronic media to law enforcement agencies and prosecuting attorneys in the Mid-Missouri area. To improve public safety, investigators assigned to this task force participate in a public awareness and education program to educate parents, grandparents, social workers, school officials, students, and others about the dangers of the Internet. These programs also serve to educate the public on methods to reduce the likelihood of becoming a victim of Internet crime. Primarily these programs are provided to public, private schools, parent organizations, civic groups, religious organizations, local media, and other group meetings.

Brief Summary:

Program Income Generated:

Yes

Personnel

Name	Title	Position	Employment Status	Salary per Pay Period	Number of Pay Periods	% of Grant Funded Time	Total Cost
Mark Sullivan	Detective/Forensic Examiner	Retained	FT	\$1,800.92	7.0	100.0	\$12,606.44
Tracy Perkins	Detective	Retained	FT	\$1,863.20	7.0	100.0	\$13,042.40
							\$25,648.84

Personnel Justification

Personnel Justification

If personnel is not included in the budget, skip this section.

If personnel is included in the budget, provide justification for each position. If the position is new (created), provide a description of the job responsibilities the individual will be expected to perform. If the position exists (retained), provide a description of the job responsibilities and the experience and/or any certification the individual possesses.

If a salary increase is included, address the individual's eligibility for such increase, the percentage of increase, and the effective date of the increase.

Detective Tracy Perkins is a certified law enforcement officer with over 19 years of law enforcement experience. Perkins has been assigned to the Task Force since 2007 and has 520 hours of specialized training in investigating Internet and technology related offenses. This detective's primary area of responsibility is to conduct reactive and covert Internet crimes investigations, conduct surveillance details, testify in state and federal criminal proceedings, obtain and serve search warrants, prepare and participate in public awareness and education programs, and attend training. This detective is also the primary investigator for investigations into the distribution of child pornography through file sharing programs. This grant will retain this position.

Detective Mark Sullivan is a certified law enforcement officer with 18 years of law enforcement experience. Sullivan has approximately 860 hours of specialized training into the investigation of Internet and technology related offenses with a specialty in forensic examination of computers and cellular telephones. As of this time Sullivan is our only cellular telephone examiner. Although Sullivan's primary responsibility is the forensic examination of electronic evidence, he occasionally investigates Internet crime complainants, conducts surveillance details, testifies in state and federal criminal proceedings, obtains and serves search warrants, prepares and participates in public awareness and education programs, and attends training. This grant will retain this position.

Personnel Benefits

Category	Item	Salary/Premium	Percentage/# of Periods	% of Funding Requested	Total Cost
Dental Insurance	Dental Insurance	\$36.46	7.0	100.0	\$255.22
					\$255.22
FICA/Medicare	FICA/Medicare	\$25,648.84	0.0765	100.0	\$1,962.14
					\$1,962.14
Life Insurance	Life Insurance	\$3.61	7.0	100.0	\$25.27
					\$25.27
Long-Term Disability	Disability Insurance	\$25,648.84	0.0029	100.0	\$74.38
					\$74.38
Medical Insurance	Health Insurance	\$365.40	7.0	100.0	\$2,557.80
					\$2,557.80
Pension/Retirement	457	\$30.00	7.0	100.0	\$210.00
					\$210.00
Workers Comp	Workers Compensation	\$25,648.84	0.0326	100.0	\$836.15
					\$836.15
					\$5,920.96

Personnel Benefits Justification

Benefits Justification

If personnel benefits are not included in the budget, skip this section.

If personnel benefits are included in the budget, provide justification for each fringe benefit. If your agency anticipates a premium or rate change during the contract period, indicate the effective date of change and the reasoning for such change.

All benefits paid to Task Force members are determined by calculations provided by each investigator's sending agency. Tracy Perkins and Mark Sullivan's benefits are those paid all officers with the Boone County Sheriffs' Department.

Dental Insurance is insurance to pay basic dental care for employee. The county contributes \$13.70/person per pay period.

FICA/Medicare is payments to US government for social security and medicare insurance. The fringe benefit is calculated as 7.65% of salary.

Life Insurance is life insurance paid for each employee. The county contributes \$1.805/person per pay period.

Long-Term Disability is insurance to pay for long term disability insurance in case an employee is disabled for an extended period. The fringe benefit is calculated as 0.29% of salary.

Medical Insurance is insurance paid for the employee only for health insurance. The county contributes \$182.70/person per pay period.

Pension/Retirement is the county's portion of payments made to the employees 401A savings plan. The County contributes \$15.00 per person per pay period.

Workers Comp is money paid for insurance in case the employee is injured on the job. The fringe benefit is calculated as \$3.26 per \$100 of salary.

Personnel Overtime

Name	Title	Hourly Overtime Pay	Hours on Project	Total Cost
Andy Anderson	Detective/Forensic Examiner	\$36.72	39.0	\$1,432.08
Mark Sullivan	Detective/Forensic Examiner	\$33.77	39.0	\$1,317.03
Tracy Perkins	Detective	\$34.94	39.0	\$1,362.66
				\$4,111.77

Personnel Overtime Justification

Overtime Justification

If overtime is not included in the budget, skip this section.

If overtime is included in the budget, provide justification for the expense. Describe why overtime funding is necessary and how it will aid in the success of the project.

If an overtime pay rate increase is included, address the individual's eligibility for such increase, the percentage of increase, and the effective date of the increase.

Overtime is based on hours worked during the previous grant year. Overtime is being sought for the two investigators being retained by this grant, for one investigators/forensic examiner who is assigned fulltime to the task force by the Boone County Sheriff's Department. Overtime will be used as needed and may vary in specific hours and personnel as estimated on the overtime budget page.

Since the beginning of 2012 to the end of September the Task Force has conducted 105 investigations, performed over 90 forensic examinations, served 56 subpoenas, served 35 search warrants, and provided 20 community presentations and 6 in service trainings for local law enforcement. In order to achieve these results task force members must work more than 40 hours per week. With trials, surveillance details, search warrants, and presentations, often these events occur after normal business hours. Overtime is needed to pay for these endeavors. Without overtime funding, these accomplishments would be drastically reduced.

Detective Andy Anderson is a certified law enforcement officer with over twenty-seven years of law enforcement experience. Anderson has been conducting Internet related investigations since 1999 and was assigned to the Task Force in 2007. Anderson has approximately 2700 hours of specialized law enforcement training including 750 hours of specialized training in the investigation of Internet and technology related offenses including the forensic examination of electronic media. This detective is the coordinator of the Task Force and therefore is responsible for the day-to-day operations of the Task Force. Additionally, this investigator conducts reactive and covert Internet crime investigations, conducts surveillance details, testifies in state and federal criminal proceedings, obtains and serves search warrants, prepares and participates in public awareness and education programs, and attends training.

Detective Tracy Perkins is a certified law enforcement officer with over 19 years of law enforcement experience. Perkins has been assigned to the Task Force since 2007 and has 520 hours of specialized training in investigating Internet and technology related offenses. This detective's primary area of responsibility is to conduct reactive and covert Internet crimes investigations, conduct surveillance details, testify in state and federal criminal proceedings, obtain and serve search warrants, prepare and participate in public awareness and education programs, and attend training. This detective is also the primary investigator for investigations into the distribution of child pornography through file sharing programs.

Detective Mark Sullivan is a certified law enforcement officer with 18 years of law enforcement experience. Sullivan has approximately 860 hours of specialized training into the investigation of Internet and technology related offenses with a specialty in forensic examination of computers and cellular telephones. As of this time Sullivan is our only cellular telephone examiner. Although Sullivan's primary responsibility is the forensic examination of electronic evidence, he occasionally investigates Internet crime complainants, conducts surveillance details, testifies in state and federal criminal proceedings, obtains and serves search warrants, prepares and participates in public awareness and education programs, and attends training.

Personnel Overtime Benefits

Category	Item	Overtime/Premium	Percentage/# of Periods	% of Funding Requested	Total Cost
FICA/Medicare	FICA/Medicare	\$4,111.77	0.0765	100.0	\$314.55
					\$314.55
Workers Comp	Workers Compensation	\$4,111.77	0.0326	100.0	\$134.04
					\$134.04
					\$448.59

Personnel Overtime Benefits Justification

Overtime Benefits Justification

If overtime benefits are not included in the budget, skip this section.

If overtime benefits are included in the budget, provide justification for each fringe benefit. If your agency anticipates a premium or rate change during the contract period, indicate the effective date of change and the reasoning for such change.

FICA/Medicare is payments to US government for social security and medicare insurance. The fringe benefit is calculated as 7.65% of salary.

Workers Comp is money paid for insurance in case the employee is injured on the job. The fringe benefit is calculated as \$3.26 per \$100 of salary.

Travel/Training

Category	Item	Unit Cost	Duration	Number	Total Cost
					\$0.00

Travel/Training Justification

Travel/Training Justification

If travel/training is not included in the budget, skip this section.

If travel/training is included in the budget, provide justification for each expense and why such is necessary to the success of the proposed project.

For training, identify the location and date(s) of the training. If either the location or date(s) is unknown, clearly identify such. Describe the anticipated benefit and/or a synopsis of the training and who will be attending such event.

Equipment

Item	Description	Unit Cost	Quantity	Source of Bid	% of Funding Requested	Total Cost
Wi-Fi Tester	Fluke Networks Wi-Fi Tester for Law Enforcement	\$2,230.00	1.0	Anixer Electronics	100.0	\$2,230.00
						\$2,230.00

Equipment Justification

Equipment Justification

If equipment is not included in the budget, skip this section.

If equipment is included in the budget, provide justification for each item. Address why the item is needed, whether it is a replacement or an addition, who will use it, and how it will be used.

Fluke Networks Wi-Fi Tester for Law Enforcement is a device used to track Internet criminals who are using an unsecured wireless network to perpetrate their crimes. Occasionally we will contact the occupant of a particular residence pertaining to the distribution of child pornography. If the resident has a wireless router that is not secured, a neighbor can access the Internet through that open access point to trade their child pornography or entice children with greater anonymity. This device will assist investigators in tracking the transmissions from the true suspect's computer or device to the open access point. This device is hand held for easy mobility and contains a directional antenna which is necessary for accuracy in identifying the source of the signal.

Supplies/Operations

Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost
2.5 inch 500 gb hard drives	One-Time	\$77.00	6.0	100.0	\$462.00
Air Card Service	Monthly	\$47.00	3.0	100.0	\$141.00
Cellebrite	Other	\$499.50	2.0	100.0	\$999.00
Internet Service	Monthly	\$60.00	3.0	100.0	\$180.00
Secure View Renewal License	Other	\$400.00	1.0	100.0	\$400.00
Web Site Hosting	Monthly	\$12.00	3.0	100.0	\$36.00
					\$2,218.00

Supplies/Operations Justification

Supplies/Operations Justification

If supplies/operations are not included in the budget, skip this section.

If supplies/operations are included in the budget, provide justification for each expense. Address why the item is necessary for the proposed project, who will use it, and how it will be used.

If your agency anticipates a rate change during the contract period, indicate the effective date of change and the reasoning for such change.

2.5 inch 500 gigabyte hard drives. We are seeking 6 2.5 inch, or laptop size, hard drives. These drives will be used in the forensic examination of laptops, imaging and duplicating laptop hard drives. We seize a large number of laptops now and often need to image a laptop hard drive to replace the original evidence in order to take screen shots of the computer as the user would see it. This evidence is used in court to give jurors a better perspective of how the suspect actually saw the device. These small hard drives can also be used for larger media storage than is available on a thumb drive.

Air Card (Internet Wireless) Renewal. This device allows investigators to access the Internet from remote sites. This device is used for enticement investigations when the decoy investigator needs to be at a meeting site yet have Internet contact with the suspect. This device also allows investigators to have Internet access when working cases away from the office area such as surrounding counties. This is a continuation of our current Internet account.

Cellebrite License renewal. The Cellebrite cell phone acquisition device is utilized in two ways. This device can obtain logical cell phone data, which typically includes the data commonly visible to the user of the phone, such as call history, address book, text messages, etc.. The Physical acquisition can pull a bit-by-bit image of all data, including potential deleted text messages, calendar appointments, Internet history etc.. We are only asking for 6 months of this license which will make this license expire when other licenses for forensic tools expire. It is our desire to have all licenses expire during the same month.

Internet Service. This is an undercover Internet account for investigators to conduct undercover investigations and for both investigators and forensic examiners to have Internet access to areas necessary for their investigations yet restricted through governmental Internet accounts. The governmental restricted areas may include porn sites, program sites, and others. This is a continuation of our current Internet account.

SecureView License renewal. The Secure View cell phone acquisition tool is utilized to obtain logical cell phone data, which typically includes the data commonly visible to the user of the phone, such as call history, address book, text messages, web browsing, etc.. We are only asking for 6 months of this license which will make this license expire when other licenses for forensic tools expire. It is our desire to have all licenses expire during the same month

Task Force Web Site. Since 2007 our task force has maintained a web site now located at www.bcsdcybercrimes.com. This web site provides information pertaining to keeping children and families safe on the Internet including articles and research papers. The web site also provides users with links to important sites such as other Missouri task forces and other reporting sites such as NCMEC. This site also provides users with the ability to e-mail the task force with tips or complaints and provides request of service forms for area law enforcement requesting forensic assistance or organizations requesting public safety programs. Previously this site has been hosted by Microsoft for free, however, they are now charging.

Contractual

Item	Basis for Cost Estimate	Unit Cost	Quantity	Total Cost
				\$0.00

Contractual Justification

Contractual Justification

If contractual or consultant services are not included in the budget, skip this section.

If contractual or consultant services are included in the budget, provide justification for each expense. Address why each item is necessary for the proposed project and who will benefit from the services.

If your agency anticipates a rate change during the contract period, indicate the effective date of change and the reasoning for such change.

Total Budget

Total Project Cost: \$40,578.16

Brief History of Project Agency

Brief History of Project Agency

Provide a brief history of the Project Agency, which is the agency that will be implementing the proposed project (e.g. Sheriff's Office, Police Department, State Department), information pertaining to the creation of the task force, and the determination to select the project agency as the pass-thru agency. Include a description of any existing programs and explain how the proposed program will coordinate with those existing programs.

The Boone County Sheriff's Department, established in 1821, is a full service law enforcement agency and detention facility located in Mid-Missouri along the major traveled corridors of Interstate 70 and U.S. Highway 63. Boone County has an enhanced 911 dispatch system administered through the Boone County/Columbia Joint Communications and Information Center (JCIC). JCIC will receive over 250,000 calls for service approximately 66,000 of which will be 911 emergency calls. The Boone County Sheriff's Department (B.C.S.D.) has a total of 148 employees consisting of 65 paid sworn deputies and criminal investigators. In addition to patrol and investigations, the Boone County Sheriff's Department provides a Drug Awareness Resistance Education Program, a Crime Prevention and Neighborhood Watch Program, the Community Oriented Policing Program, a Canine Unit, a SWAT team, a School Resource Officer program, a Traffic Unit, and a teen-oriented Explorer Scouts program. Department personnel actively participate in the Missouri Deputy Sheriff's Association as well as other civic and professional organizations locally, statewide, and nationally.

The Boone County Sheriff's Department began actively investigating crimes perpetrated through the use of computers and the Internet in 1999. In 2002 the Boone County Sheriff's Department focused on investigating the distribution of child pornography and in 2004 began covert investigations into the distribution of child pornography. In January 2007 the Boone County Sheriff's Department joined forces with the Columbia Police Department and Boone County Prosecuting Attorney's Office to establish the Mid-Missouri Internet Crimes Task Force which changed its name to the Boone County Sheriff's Department Cyber Crimes Task Force in 2010. Currently this task force serves a seven county area and has twenty-three member agencies. Investigators and forensic personnel include officers from the Boone County Sheriff's Department, University of Missouri Police Department, and the Federal Bureau of Investigation. Any law enforcement agency in the service area can be a working member of this unit.

Statement of the Problem

Statement of the Problem

Define the overall problem that you will be attempting to impact with the project for which you are requesting funds. Be specific. Include facts and statistics on task force activity (e.g. number of investigations, number of arrests, types of arrests, number of forensic exams, types of forensic exams), incidents of crime, growing issues/trends, demographic and geographic specifications (e.g. number of registered sex offenders in the jurisdiction), etc. to demonstrate a need for funding.

According to Internetstatistics.com there are over 273 million Internet users in North America and over 2.2 billion worldwide. The International Association for Wireless Telecommunications reports over 2.5 trillion text messages were sent in the United States in 2011 which is an increase of half a trillion over the previous year. The drastic increase in these numbers is directly related to the rapidly increasing numbers of children and adults, using the Internet and cellular telephones. With the increase in use of the Internet and technology the frequency of criminal activity occurring through the use of technology increases. Crimes against children to include enticement, child pornography, sexual assault, human trafficking, and other forms of child exploitation continue to increase. Sexting is also growing at an alarming rate across Mid-Missouri. According to the United States Department of Commerce, the fastest growing category of victim for identity theft is children.

During the summer of 2012 our task force completed a research project in which a survey of High School and Junior High School age teens was conducted. The results of this survey indicate over 90% of the teens in our jurisdiction have a computer in their home and over 80% have cellular telephones.

Over 13% of teens in the Mid-Missouri area have been asked by a stranger they met over the Internet to meet in person and over 30% of the girls and 22% of the boys have been asked to send sexually graphic photographs of themselves to another person. Fourteen percent report they have engaged in Internet chat conversations regarding sex or sexual touching, commonly referred to as cybersex, through the Internet and nearly 18% have engaged in this behavior through cellular telephones. Nearly 32% of the girls and 17% of the boys reported being "bullied" through the Internet or cell phone. According to the data, girls are 1.5 times more likely to be bullied over a cell phone as through the Internet but twice as likely to be bullied both places than over a cell phone alone.

The seven county area our Task Force serves in Mid-Missouri with an estimated population of approximately 361,652 of which approximately eighty thousand are under eighteen years of age, according to the 2010 census statistics. As a result of the number of crimes perpetrated against minors in Mid-Missouri in 2012 are conservatively in the thousands.

During the current grant period we have already seen an increase in complaint driven investigations from 76% to 83% of our caseload. Although this trend indicates our Task Force is becoming better known in our area allowing more families to seek our service, we have also discovered that complaint driven cases are much more time consuming and labor intensive.

Victims typically don't understand the importance of saving all correspondence and evidence as undercover investigators do. And as the number of complaint driven cases rise, the ability to conduct undercover investigations and apprehend a dangerous subject before he can do harm diminishes.

Since the start of our Task Force in 2007 the number of investigations and forensic examinations has steadily increased. Between January 1, 2007 and October 1, 2012 we have conducted over 700 investigations with over 130 arrests and performed over 760 forensic examinations.

As these numbers increase, investigators and examiners struggle to keep up. Our Task Force currently has only 3 full time investigators, two of which are also forensic examiners. One part time investigator/examiner specializes in Macintosh operating systems. Over the past two years we have seen a substantial increase in Mac related investigations. This increase is due to the increased popularity of Macintosh related products and the use of Mac computers by University of Missouri students.

As we all know, technology is constantly changing. Investigators and examiners struggle to maintain a knowledge base that keeps up with this constant change. Not only must investigators and examiners maintain a knowledge base that allows them to investigate and examine technology related crimes adequately they are expected by judges and juries to be experts on the technology used by any particular suspect, no matter how new that technology might be.

Investigators and examiners with our Task Force cannot continue to maintain the pace they have been expected to keep. Fatigue, burnout, and mental health concerns for those exposed to horrific child pornography photographs and movies are a constant concern. Rotating officers, however, is extremely inefficient as it takes years of training and experience to become a top rate investigator, examiner, and expert in this field. I don't believe we can continue to increase our numbers as we have so far without additional personnel resources.

Goals and Objectives

Goals and Objectives

Explain your expectations for the proposed program. Be specific.

Goals are the program's desired results. The goals should be clearly stated, realistic and achievable, even if they are not readily measurable.

Objectives are the intermediate results or accomplishments to achieve each goal. The objectives must be both measurable and achievable.

The goal of the Boone County Sheriff's Department Cyber Crimes Task Force is to decrease the number of children and families becoming victims of crimes perpetrated through the use of the Internet. Five primary objectives to reaching this goal are outlined through both investigative and educational methods. Each objective is important and stands on its own merit and is not necessarily ranked in any specific order.

Objective #1. During this three month grant period; initiate at least 25 new investigations. As the number of investigations increases the number of Internet criminals that can be identified increases. These investigations will include investigations into child enticement, child exploitation, obscenity toward children, and the distribution of child pornography.

Objective #2. During the three month grant period; conduct 10 investigations into the possession and distribution of child pornography. Research indicates a substantial number of those possessing child pornography have engaged in the sexual molestation of children undetected by law enforcement not to mention the re-victimization of children when these horrific image are passed around like a prized possession.

Objective #3. During the three month period; conduct 12 examinations of cellular telephones. As a task force we want to increase the services we can provide to law enforcement throughout our service area. In so doing we increase our ability to help area law enforcement with the investigations of Internet crimes and in turn to help children and families in our service area.

Objective #4. During this three month grant period; continue to keep the task force trained with cutting edge information by sending working task force members to at least one training opportunity allowing them to keep current in their proficiency.

Objective #5. During this three month grand period; provide at least 5 community presentations to parents and students. By educating parents and others concerned with the safety of children we can hopefully reduce the number of those who fall victim to Internet criminals. By educating children on the dangers of the Internet we can give them the tools they need to both protect themselves and to know what they can do when someone approaches them on the Internet.

Type of Program

Type of Program

Define the services to be provided by this project, who will provide these services, how they will be provided, and who will benefit from them.

Give as much detail as possible about your proposed project. Flow charts, outlines, pictures, etc. to support this narrative description may be included under the "Other Attachments" section, if applicable.

Identify the number of agencies, officers, and forensic personnel associated with the law enforcement task force. Provide other details where possible to clearly describe the makeup and operation of the proposed project.

The Boone County Sheriff's Department Cyber Crimes Task Force is a joint cooperative effort formalizing relationships between and among the participating agencies in order to foster an efficient and cohesive unit capable of addressing the problem of crimes committed through the use of computers and the Internet within the Mid-Missouri area. It is the desire of the participating agencies to achieve maximum inter-agency cooperation in a combined law enforcement effort aimed at reducing criminal activity perpetrated through the use of computers, the Internet, cellular telephones, and other electronic media within the communities it serves.

As of this time three (3) investigators from the Boone County Sheriff's Department are assigned to the Task Force on a full time basis. One investigator is primarily responsible for both covert and complaint driven investigations. One is primarily responsible for forensic examinations of computers, cellular telephones, and other electronic media. The third is primarily responsible for covert and complaint driven investigations as well as forensic examinations of computers and electronic media. Additionally one (1) forensic examiner/investigator from the University Of Missouri Police Department is assigned on a part time basis. This investigator conducts forensic examinations with a specialization in MAC operating systems and conducts some investigations. One (1) FBI agent is assigned to the Task Force on a part time basis who conducts complainant driven investigations. This agent also serves as a liaison in federally prosecuted investigations. Although each investigator has primary responsibilities, since our unit is small each investigator assists with investigations and tasks as needed.

The Task Force serves a seven county area and has twenty-three criminal justice agencies as primary or associate members. The Task Force also has a web site that provides information and resources regarding family and child Internet safety, Internet Scams, ID Theft, and numerous articles and research as well as links to other important resources.

The major focus of this task force is the investigation and prosecution of Internet crimes committed against children. Investigations may include Internet enticement of children, promoting and possession of child pornography, trafficking of children, human trafficking, commercial sexual trafficking of children, cyber bullying, terroristic threats such as plots of violence at schools, sexting, sextortion, or other crimes perpetrated through the use of computers, the Internet, cellular telephones, or other electronic media. These investigations focus on both undercover and complainant driven investigations. Complaints from parents and others are investigated and may be reported directly to the Task Force or through the complainant's local law enforcement.

The task force provides forensic examinations of computers, cellular telephones, and other electronic media to law enforcement agencies and prosecuting attorneys in the Mid-Missouri area. In addition, investigators assigned to this task force participate in public awareness and education programs to educate parents, grandparents, social workers, school officials, students, and others about the dangers of the Internet and methods to reduce the likelihood of becoming a victim of Internet crime. Primarily these programs are provided to public and private schools, parent organizations, civic groups, religious organizations, local media, or other group meetings. Also task force investigators and forensic personnel provide training to area law enforcement on a variety of issues regarding Internet or computer related investigations and electronic media. Task Force members have also testified before numerous House and Senate Sub-Committees at the state capital regarding a variety of upgrades to various statues and have assisted with writing legislative bills to upgrade existing statues and created new law pertaining to technology and criminal investigations.

Proposed Service Area

Proposed Service Area

State the geographic area to be served by this project. Provide information to easily locate the jurisdiction(s) within the state. Identify the names of each agency that has signed the Memorandum of Agreement(MOA) and any areas/agencies in which this project will assist if called upon.

The Cyber Crimes Task Force Services a seven county area in Mid-Missouri. The Task Force provides technical, investigative, and forensic assistance to law enforcement agencies and prosecuting attorneys in the counties that are immediately adjacent to Boone County including Audrain, Callaway, Cole, Cooper, Howard, and Randolph. The largest municipalities in each county are Columbia, Mexico, Fulton, Jefferson City, Boonville, Fayette, and Moberly, respectively. Every law enforcement agency and office of the Prosecuting Attorney in the service area can become a member of the Task Force. Furthermore any law enforcement agency or Prosecuting Attorney in the service area may request the Task Force assist with an investigation regarding offenses involving the Internet, computer, or cellular telephone media. The Task Force will continue to assist outside our service area when appropriate and requested. According to the 2010 census information this service area has a population of approximately 361,652 of which approximately eighty thousand are under eighteen years of age. Our Task Force is a member of the Missouri Internet Crimes Against Children Task Force and as such will assist any other Internet Crimes Task Force located in Missouri or across the United States if requested.

Member agencies for this Task Force include the following primary agencies:

- Boone County Sheriff's Department
- Boone County Prosecuting Attorney's Office
- University of Missouri Police Department
- Federal Bureau of Investigation

Associate Agencies include the following agencies:

- Ashland Police Department
- Auxvasse Police Department
- Boonville Police Department
- Centralia Police Department
- Columbia Police Department
- Fayette Police Department
- Fulton Police Department
- Hallsville Police Department
- Jefferson City Police Department
- Holt's Summit Police Department
- Mexico Department of Public Safety
- Moberly Police Department
- Sturgeon Police Department
- Audrain County Sheriff's Office
- Cole County Sheriff's Department
- Cooper County Sheriff's Department
- Callaway County Sheriff's Department
- Howard County Sheriff's Department
- Randolph County Sheriff's Department

Project Implementation

Project Implementation

If the proposed project is new, explain the actual steps that will be taken to use the resources requested in your application to implement the program. Provide a timeline for having the requested budget items in place so that the project may be considered fully operational (e.g. if personnel are requested, provide details about the hiring process and an anticipated start date.)

If the proposed project is a continuation with no new budget items, explain how current efforts will be continued or actions will be taken to add additional services/activities. If the proposed project is a continuation with new budget items (e.g. personnel), provide details about the hiring process and anticipated start date.

As this grant provides for the continuation of services already provided, the implementation of this project will be in accordance with procedures already established

Primary DSL Internet service will continue to be provided by Tranquility Internet Services of Columbia. Internet service through a wireless aircard will continue to be provided through AT&T Internet Services as they have provided a very competitive rate and are willing to provide this service on a month-to-month basis. Web site hosting will be provided through Microsoft Corporation.

Licensing for Cellbrite and Secure View will be purchased for a six month period which will allow us to have all of our forensic licenses due during the same month. Having all of these licenses due at the same time will simplify budgeting issues.

Equipment will be purchased pursuant to Boone County purchasing policies and procedures.

Supplanting

Supplanting

Address how the requested funding will not supplant other federal, state, or local funds available to the program, if such exist.

If your application includes existing costs, explain how those costs are currently being funded and if and when that funding source will cease.

Funding for any item currently grant funded will cease March 1, 2013. No other funds including donations, grants, local money, or other funds are available to fund the requested items. No funds are available for newly requested items such as equipment, supplies, or training. If money is received through forfeitures the money received will not be used to fund items funded through this grant.

Community Impact

Community Impact

Describe how your proposed project will affect the communities that your program will serve. Describe how your program will affect the citizens served by this project and/or any crime-related issues within the community(s) concerning public safety.

The Boone County Sheriff's Department Cyber Crimes Task Force will impact the community in a number of ways including the investigation of Internet crimes; the prosecution of Internet offenders; the protection and education of Mid-Missouri children; the education of parents, teachers, law enforcement officers, and others concerned with the safety of children and reducing Internet crime. Over the past several years we have seen an increase in cases reported as a result of this community awareness.

Since the establishment of this task force in 2007 numerous criminals have been convicted of a variety of crimes thus creating a safer community. Largely due to publicity generated from the success of our task force combined with community presentations we have seen more and more parents monitor computer usage by their children. This awareness will continue with the award of this grant. As this awareness increases, however, new technology such as cellular telephone technology and availability causes new problems and concerns. These new challenges require investigators to continue their efforts on computer based investigations and to expand their efforts into cell phone technology.

Our community will be impacted by the reduction of sexual perpetrators. This can be achieved at least two ways: by apprehending the offenders and by utilizing the media and other sources to discourage offenders from coming to our jurisdiction. A strong, offensive approach will be proactive by letting Internet criminals know that Mid-Missouri is not a place to commit Internet crimes against children. This Task Force can be a powerful component in the fight against Internet predators. Parents are concerned about school violence and the safety of their children. This Task Force works closely with area schools to look for and to pursue any threat or electronic communication that creates concerns about safety in our schools.

As the use of technology increases, especially by our youth, criminals will increasingly use this technology to victimize children and families. Only by increasing resources and strongly directing efforts to this endeavor will law enforcement have any chance to succeed in protecting our children and reducing the crime perpetrated against them.

Our service area will also be impacted by our ability to conduct forensic examinations of computers, cellular telephones, and other electronic media. This service will give law enforcement agencies and prosecuting attorneys a resource to have electronic media examined in a timely manner by a professional and trained examiner who has experience testifying in court. This will in turn assist area law enforcement with their investigations and area prosecutors to have successful prosecution of defendants accused of committing crimes against children through the use of technology.

Cost Assumption

Cost Assumption

Describe how the Project Agency plans to continue the activities of this project or the actions that would take place if SCCG funds would no longer be available. What proactive steps, if any, are being taken to absorb the project cost into the Project Agency's future budget? Be specific.

The governing body of Boone County government recognizes the need for the aggressive enforcement of Internet related crimes, especially crimes committed against children and families. The Boone County Sheriff's Department Cyber Crimes Task Force has obtained private donations and grants that assist in making this Task Force possible. This community support has confirmed to Boone County government our citizens consider this issue to be a priority. The Task Force has also worked closely with area media sources to inform listeners to the needs of this project. Additionally Boone County government has a tradition locally and nationally of being progressive in service to our community. Over the past couple of years, however, sales tax revenues have not been at the level anticipated. If future funding is not available, I anticipate a reduction in the area served and serviced provided by our Task Force.

Evaluation Procedure

Evaluation Procedures

Describe the process to be used to determine the effectiveness and success of your program. Provide details about the types of data that will be collected, who will evaluate such data, and how often it will be evaluated. Evaluation data may include, but not be limited to, arrest rates, surveys, client satisfaction evaluations, prosecution rates, etc.

If you will be using a survey or evaluation form and have that form available, it may be included under the "Other Attachments" section.

This program will be evaluated by the project supervisor, Andy Anderson. First, periodic calculations will be compared with the set goals and objectives to see if they are met or exceeded. Secondly the following criteria will be evaluated on a monthly basis for this grant period

1. Number of investigations conducted
2. Number of investigations cleared
3. Number of investigations cleared by arrest and exceptional means
4. Number of forensic examinations performed
5. Number of subpoenas served
6. Number of search warrants served
7. Number of community presentations and number of attendees

Report of Success

Report of Success

If the proposed project is not currently being supported with funds from the Missouri Department of Public Safety, Office of the Director, put N/A.

If the project is currently being supported with such funds, restate the goals and objectives from your current contract as listed in your approved application. Clearly identify whether or not each goal and its objective(s) have been attained to date. You may include any reports, surveys, or other measurement tools that support the success of your project in the "Other Attachments" section.

The Task Force goals for the current grant period were as follows:

- 1) Increase the number of investigations conducted by five percent.
 - As of the first quarter of our current grant the number of investigations is down just over 8%. Projecting those numbers over the grant period this objective is on schedule to not be attained.
- 2) Increase the number of child pornography investigations by five percent.
 - Investigations into the distribution of child pornography are projected to increase during this grant period by nearly 35% therefore this objective is on schedule to be surpassed.
- 3) Increase the number of forensic examinations conducted by five percent.
 - The number of forensic examinations increased by approximately 25% and is expected to continue so far during our grant period therefore this objective is expected to be surpassed.
- 4) Continue to keep the task force trained by sending members to 4 training opportunities and provide 3 in service training opportunities to area law enforcement.
 - During this past grant period task force investigators received attended approximately 9 training opportunities and have already provided two training opportunities for area law enforcement. This objective is on track to be surpassed.
- 5) Continue to provide community presentations.
 - Sixteen community presentations have been conducted or scheduled during this grant period until the end of 2012. This objective is on schedule to be surpassed.

During the current grant period, four of our five objectives as outlined in our 2012/2013 grant application are being reached or surpassed. During the first quarter of this grant period the number of investigations is down, however, we anticipate that trend will reverse before the end of this grant cycle. One reason for this decrease is the increase in the number of reactive investigations conducted. Typically, reactive or complaint driven cases require more investigative work because live victims generally don't collect and maintain the evidence needed to successfully complete an investigation. The increase in complaint driven investigations indicates we are successful at making the public aware we are a resource to help protect their families but prohibit us from conducting the number of proactive or undercover cases we have previously been able to conduct.

So far this grant period we have seen a substantial increase in child pornography investigations up compared to the same period for the previous grant. We are expecting to see an increase in child pornography investigations on a yearly basis, however, I don't think the increase will remain at the current rate. Technology has made the investigation of child pornography cases more streamlined, however, we don't have the resources to increase these types of investigations at this rate.

Forensic examinations have also increased during this grant period. Much of the reasoning for this increase is attributed to advanced technology and skills. Community presentations provided so far this grant period has allowed us to speak with nearly 500 people this quarter. This has really increased the number of people in Mid-Missouri and across the state who are aware of our Task Force.

Overall the accomplishments of the Task Force for this grant period have proven to be a continued success.

Audit Requirements

Date last audit was completed:	June 26, 2012
Date(s) covered by last audit:	January 1, 2011 through December 31, 2011
Last audit performed by:	Rubin Brown
Phone number of auditor:	314-296-3300
Date of next audit:	June 2013
Date(s) to be covered by next audit:	January 1, 2012 through December 31, 2012
Next audit will be performed by:	Rubin Brown

Total amount of financial assistance received from all entities, including the Missouri Department of Public Safety, during the date(s) covered by your agency's last audit, as indicated above.

The **Federal Amount** refers to funds received directly from the Federal Government or federal funds passed through state agencies.

The **State Amount** refers to funds received directly from the State of Missouri, not including federal pass-thru funds.

Federal Amount: \$1,524,354.00

State Amount: \$2,476,798.00

Required Attachments

Attachment	Description	File Name	File Size	Type
Project Agency's Organizational Chart			1 KB	
Memorandum of Agreement (MOA)			1 KB	

Other Attachments

Certified Assurances

To the best of my knowledge and belief, all data in this application is true and correct, the document has been duly authorized by the governing body of the applicant, and the applicant attests to and/or will comply with the following Certified Assurances if the assistance is awarded:

2013 SCCG Certified Assurances

I am aware that failure to comply with any of the Certified Assurances could result in funds being withheld until such time that I, the recipient, take appropriate action to rectify the incident(s) of non-compliance. Where the Authorized Official is unable to certify to any of the statements in the Certified Assurances, he or she shall provide an explanation below and may attach documentation under the 'Other Attachments' form where needed.

I have read and agree to the terms and conditions of the grant.

If you marked No to the question above, please explain:

Your typed name as the applicant authorized official, in lieu of signature, represents your legal binding acceptance of the terms of this application and your statement of the veracity of the representations made in this application.

Authorized Official Name:

Job Title:

Date:



MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR



STATE CYBER CRIME GRANT (SCCG)
2013 CERTIFIED ASSURANCES

The Applicant hereby assures and certifies compliance with all the following certified assurances:

1. The Applicant assures that it shall comply, and all its subcontractors shall comply, with the applicable provisions of the 2013 SCCG Solicitation, and other applicable federal and state laws, orders, or regulations.
2. **Availability of Funds:** The Applicant understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.
3. **Allowable Costs:** The Applicant understands that only allowable and approved contract expenditures will be reimbursed from their SCCG award. These monies may not be utilized to pay debts incurred by other activities. The Applicant agrees to obligate funds no later than the last day of the contract period. Any deviation from the approved contract must have prior approval from the Missouri Department of Public Safety. The Applicant shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Applicant certifies that all expendable and non-expendable property purchased with SCCG funded shall be used for criminal justice purposes only.
4. **Reporting Requirements:** The Applicant agrees to complete and submit any reports required for this program as outlined in the SCCG Solicitation. The reports requested may require reporting on fiscal, operational, and statistical matters. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the contract if tardiness becomes a problem.
5. **Project Income:** The Applicant agrees to account for project income/federal forfeitures generated by the activities of this contract and shall report receipts and expenditures of this income on the monthly claim form. The Applicant understands that all project income generated as a result of this contract, unless stated otherwise, shall be expended during the life of the contract.
6. **Monitoring:** The Applicant agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Applicant assures that all documentation or records relating to this contract shall be made available to monitoring representatives of the Missouri Department of Public Safety, Office of the Director, immediately upon request. The Applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety, Office of the Director, shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this contract.
7. **Non-Supplanting:** The Applicant assures that SCCG funds made available under this contract will not be used to supplant other federal, state, or local funds, but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.
8. **Change to Contact Information form:** The Applicant agrees to notify the Missouri Department of Public Safety if there is a change in or temporary absence of the Authorized Official, Project Director, Fiscal Officer, or Officer in Charge as listed on the 'Contact Information' form. The notification will be sent through the Correspondence component of WebGrants in a timely manner to the appropriate Internal Contact.
9. **Change to Budget form:** The Applicant agrees to notify the Missouri Department of Public Safety if there is a change in grant-funded personnel as listed on the 'Budget' form. The notification will be sent through the Correspondence component of WebGrants in a timely manner to the appropriate Internal Contact.

10. **Procurement:** The Applicant assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the Applicant assures that all procurement transactions will meet the minimum standards set forth in the *Financial and Administrative Guidelines* section of the SCCG solicitation and identified here:
 - A. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
 - B. Items costing less than \$3,000 may be purchased with prudence on the open market.
 - C. All purchases estimated to cost between \$3,000 but less than \$24,999, shall be competitively bid, but need not be solicited by mail or advertisement.
 - D. All purchases with an estimated expenditure of \$25,000 or over shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
 - E. Where only one bid or positive proposal is received, it is deemed to be sole source procurement. Sole source procurement of a unit cost of budget items greater than \$3,000 requires prior approval from the Missouri Department of Public Safety.
11. **Debarment:** The Applicant acknowledges 1 CSR 40-1.060 relating in part to the restriction of not entering into a contract with a suspended or debarred vendor as established by the State or Federal Government. The State does not consider bids submitted by a suspended or debarred vendor. Therefore, because SCCG grant monies are state funds, local units shall adhere to a similar practice. The complete list of suspended or debarred vendors, as set by the State of Missouri, Office of Administration, Division of Purchasing and Materials Management can be found at <http://oa.mo.gov/purch/agencyinfo/suspen.pdf>.
12. **Buy American:** The Applicant acknowledges sections 34.350-34.359 RSMo regarding the Domestic Product Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American mandate in section 34.353 RSMo are met.
13. **Buy Missouri:** The Applicant also acknowledges sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the state of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.
14. **Audit:** The Applicant agrees to comply with the guidelines set forth by the Missouri Department of Public Safety regarding audit requirements, which states: "if an organization expends \$250,000 or more in state funds in the organization's year, the organization shall have an organization-wide, independently performed audit". The audit should be in accordance with "Government Auditing Standards" covering financial audits. Audits shall be conducted with reasonable frequency, usually annually, but not less frequently than every two years. A copy of such audit or financial statement must be forwarded to the Missouri Department of Public Safety, Office of the Director.
15. **Unlawful Employment Practices:** The Applicant assures compliance with section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.
16. **Discrimination in Public Accommodations:** The Applicant assures compliance with section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.
17. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530 RSMo, the Applicant assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform

work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Applicant shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with sections 285.525 to 285.550 RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530 RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530 RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

18. **Peace Officer Certification:** If the Applicant provides funding under this contract to any law enforcement agency, the Applicant assures that the law enforcement agency is in full compliance with Sections 590.100 to 590.180, RSMo relating to peace officer certification. Section 590.180 RSMo, subsection 2 requires that, "Any law enforcement agency which employs a peace officer who is not certified as required by sections 590.100 to 590.180 or who is otherwise in violation of any provision of section 590.100 to 590.180 shall not be eligible to receive state or federal funds which would otherwise be paid to it for purposes of training and certifying peace officers or for other law enforcement, safety, or criminal justice purposes."
19. **UCR/Racial Profiling Reports:** If the Applicant provides funding under this contract to any law enforcement agency, the Applicant assures that the law enforcement agency is in full compliance with the provisions of Section 43.505 RSMo relating to uniform crime reporting and Section 590.650 RSMo relating to racial profiling.
20. **Proceeds from Federal Seizures:** If the Applicant provides funding under this contract to any law enforcement agency, the Applicant assures that the law enforcement agency will comply with the new provisions of Section 513.653 RSMo (effective August 28, 2012) relating to the need to file a report regarding federal seizures and the proceeds received therefrom to the MO Department of Public Safety and State Auditor's Office by January 31st for the previous calendar year.
21. **Custodial Interrogations:** If the Applicant provides funding under this contract to any law enforcement agency, the Applicant assures that the law enforcement agency is in full compliance with the provisions of Section 590.700 RSMo relating to the adoption of a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.
22. **DWI Law:** If the Applicant provides funding under this contract to any law enforcement agency, the Applicant assures that the law enforcement agency is in full compliance with the provisions of Section 577.005 RSMo relating to the adoption of a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.
23. **Release of Funds:** No funds will be disbursed under this contract until such time as all required documents are signed by the Authorized Official and Project Director and returned to the Missouri Department of Public Safety, Office of the Director for final review and signature by the Director or his/her designee.
24. **Enforceability:** If a Applicant fails to comply with all applicable federal and state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

25. **Fund Availability:** It is understood and agreed upon that, in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
26. **Renewal:** An award of contract, entered into as a result of this application, shall not bind or purport to bind the Department of Public Safety for any contractual commitment in excess of the original contract period contained in such an award of contract. However, the Missouri Department of Public Safety shall have the right, at its sole discretion, to renew any such award of contract on a year-to-year basis. Should the Missouri Department of Public Safety exercise its right to renew the contract, the renewal shall be subject to the terms set forth by the Missouri Department of Public Safety in the documents developed for such renewal. Failure to comply with such terms set forth by the Missouri Department of Public Safety will result in the forfeiture of such a renewal option.
27. **Termination of Award:** The Missouri Department of Public Safety, Office of the Director, reserves the right to terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the contractor of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the contractor under the contract shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

October Session of the October Adjourned

Term. 20 12

11th

day of

October

20

12

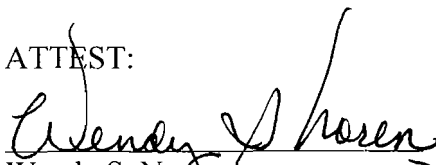
In the County Commission of said county, on the

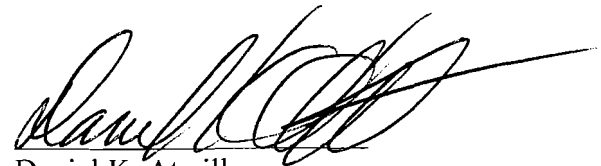
the following, among other proceedings, were had, viz:

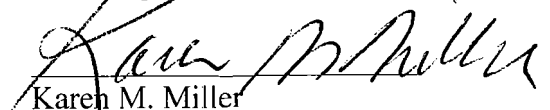
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the National Joint Powers Alliance Contract 060311 to purchase one bucket truck with Forestry Body from Altec Industries, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract. In addition, the County Commission approves the surplus disposal of a 2002 International Truck with Forestry Body, asset tag #13366 by sale.

Done this 11th day of October, 2012.

ATTEST:


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


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

STATE OF MISSOURI

County of Boone

} ss.

I,Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

Clerk County Commission

By D.C.

No.

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of

**PURCHASE AGREEMENT
FOR
BUCKET TRUCK WITH FORESTRY BODY**

THIS AGREEMENT dated the 17 day of September 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Altec Industries, Inc.**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a **Bucket Truck with Forestry Body** in compliance with all bid specifications and any addendum issued for the National Joint Powers Alliance (NJPA) Contract **060311**, Altec Quotation Number 192149-3, Altec Quote ID BCPW42K12S-M and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the NJPA Contract 060311 and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) Bucket Truck with Forestry body as follows:

Model LR7-56 Overcenter Articulating Aerial Device (Insulated)	\$129,091.00
42,000 GVW Rated Freightliner M2-106	\$ 13,576.00
Delivery	<u>\$ 1,960.00</u>
TOTAL	\$144,627.00

3. **Delivery** - Vendor agrees to deliver equipment as set forth in Altec Quote No. 192149-3 and within 240-270 days after receipt of order. Delivery shall be to Boone County Public Works, Attn: Greg Edington, 5551 Highway 63 South, Columbia, MO 65201.

4. **Title (if applicable)** – Title in the name of: Boone County Public Works. Address: 613 E. Ash Street, Room 110, Columbia, MO 65201.

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

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

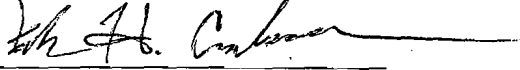
7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- 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

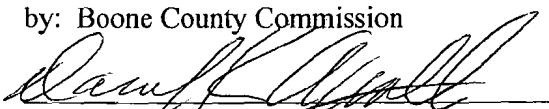
- Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

ALTEC INDUSTRIES, INC.

by 
title Account Manager

BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:


C.J. Dykhouse, County Counselor

ATTEST:
 DKB
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.)

2040 - 92400 / \$144,627.00

Signature

Date

Appropriation Account

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 08/13/2012

FIXED ASSET TAG NUMBER: 13366

RECEIVED

DESCRIPTION: 2002 International Truck with forestry body and boom/bucket

SEP 17 2012

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION: Odometer: 83,627; VIN: 1HTMKADR42H412133

CONDITION OF ASSET: FAIR

REASON FOR DISPOSITION: Planned replacement or FY 2012.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: NONE

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 2040

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 6/19/2002

RECEIPT INTO 2040-3835

ORIGINAL COST 120,507.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1605

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

 TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

 TRADE AUCTION SEALED BIDS

 OTHER EXPLAIN _____

COMMISSION ORDER NUMBER _____

DATE APPROVED _____

SIGNATURE 

Boone County Purchasing

Amy Robbins
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins
DATE: August 15, 2012
RE: 060311 – Bucket Truck with Forestry Body

Purchasing and Public Works request permission to utilize the National Joint Powers Alliance (NJPA) Contract 060311 to purchase one (1) Bucket Truck with Forestry Body from Altec Industries, Inc. of Birmingham, AL.

Total cost for Bucket Truck with Forestry Body is \$144,627.00 and will be paid from department 2040 – Public Works Maintenance Operations, account 92400 - Replacement Auto/Trucks. \$144,627.00 was budgeted for this purchase.

ATT Public Works Memo

cc: Greg Edington, PW
Contract File

COPY

**PURCHASE AGREEMENT
FOR
BUCKET TRUCK WITH FORESTRY BODY**

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a **Bucket Truck with Forestry Body** in compliance with all bid specifications and any addendum issued for the National Joint Powers Alliance (NJPA) Contract **060311**, Altec Quotation Number 192149-3, Altec Quote ID BCPW42K12S-M and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the NJPA Contract 060311 and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) Bucket Truck with Forestry body as follows:

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42,000 GVW Rated Freightliner M2-106	\$ 13,576.00
Delivery	<u>\$ 1,960.00</u>
TOTAL	\$144,627.00

3. **Delivery** - Vendor agrees to deliver equipment as set forth in Altec Quote No. 192149-3 and within 240-270 days after receipt of order. Delivery shall be to Boone County Public Works, Attn: Greg Edington, 5551 Highway 63 South, Columbia, MO 65201.

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

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

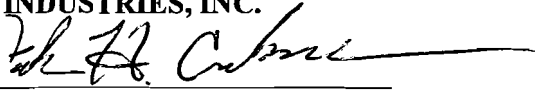
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- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County


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.

ALTEC INDUSTRIES, INC.

by 
title Account Manager

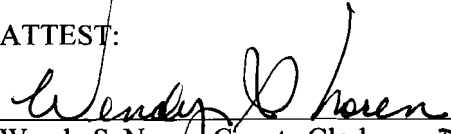
BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

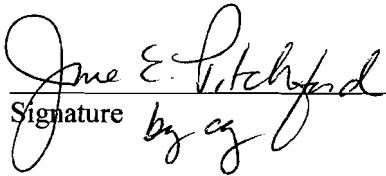

C.J. Dykhouse, County Counselor

ATTEST:


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

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

2040 - 92400 / \$144,627.00


Signature by eg

10/3/12
Date

Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

shall govern.

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



Altec Industries, Inc.

ORDER PRICE REVIEW

NJPA Contract #: 060311-AII

SL Quotation Number: 192149

DATE: 5/31/2012

Customer Quoted For: BOONE COUNTY PUBLIC WORKS

Customer Contact: Greg Edington

Phone: /Fax: /Email:

Quoted By Inside Sales Rep: Emily Gent

Phone: 919-764-4033 /Fax: 919-764-4015 /Email: emily.gent@altec.com

REFERENCE ALTEC MODEL

LRV60	Overcenter Articulating Aerial Device (Insulated)	\$128,715
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Per Altec Commercial Standard Specifications plus Options listed below

(A.) NJPA CONTRACT OPTIONS (UNIT)

1		
2		
3		
4		

(A1.) NJPA CONTRACT OPTIONS (GENERAL)

1		
2		
3		
4		

(B.) OPEN MARKET ITEMS (Items Below are Listed at a 20% Markup, Excluding the Chassis at a 3% Markup)

1	Altec Model LR7-56 in lieu of standard LRV60	\$376
2	42,000 GVW Rated Freightliner M2-106 in lieu of International 4300	\$13,576
3		
4		
5		
6		
7		
8		

DELIVERY COST TO CUSTOMER \$1,960
TOTAL FOR UNIT/BODY/CHASSIS: \$144,627

(C.) ADDITIONAL OPTIONS (Items Below are Not Included in the Total Price Above. If Selected, Quote Total is Subject to Change)

1	FET Charges not included in above price. ADD to total if applicable	\$9,257
2	Ext Warranty Labor, Mat., Expense (NO Travel) (Day 366-730) LR7	\$1,297
3	Ext Warranty Labor, Mat., Expense (NO Travel) (Day 366-1095) LR7	\$1,782
4	Ext Warranty Labor, Mat., Expense (NO Travel) (Day 366-1460) LR7	\$2,292
5	Ext Warranty Labor, Mat., Expense (NO Travel) (Day 366-1825) LR7	\$2,820

Pricing Valid for 45 Days

NOTES

- PAINT:** White to match chassis, unless otherwise specified
- WARRANTY:** 12 months or 12,000 miles parts and labor, 90 days travel charges for chassis and mounted equipment (parts only for TO ORDER: To order, please contact the Altec Inside Sales Representative listed above.
- CHASSIS:** Per Altec Commercial Standards listed in NJPA Contract
- DELIVERY:** No later than 240-270 days ARO, FOB Customer Destination
- TERMS:** Net 30 Days
- FET TAX:** If chassis is over 33K GVWR, a 12 % FET charge will be applied unless exemption exists
- BEST VALUE:** Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Manager, In-Service Training with Every Order.

Sales

July 6, 2012
Our 83rd Year

Greg Edington
573-449-8515 x226

BOONE COUNTY PUBLIC WORKS
5551 HWY 63 SOUTH
COLUMBIA, MO 65201
US

Bill To:
BOONE COUNTY PUBLIC WORKS
5551 HWY 63 SOUTH
COLUMBIA, MO 65201
United States

Altec Quotation Number 192149 - 3
Account Manager: Dc Creekmore
Inside Sales Rep: Emily A Gent

Altec Sales Order(s):

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	<u>Unit</u>	
1.	ALTEC Model LR7-56 Articulating Overcenter Aerial Device with an insulating lower boom, insulating upper boom and the Altec ISO-Grip insulating system at the boom tip. Installed behind the cab to include the following features: <ul style="list-style-type: none"> A. Ground to Bottom of Platform Height: 56.3 feet (17.16 meters). B. Working Height: 61.3 feet (18.68 meters). C. Maximum reach to edge of platform with Upper Boom Non- overcenter: 41.6 feet (12.68 meters). D. Maximum reach to edge of platform with Upper Boom Overcenter: 44.4 feet (13.53 meters). E. Continuous rotation. F. Lower Boom Articulation: 0 to 125 degrees. G. Lower Boom Insulator provides 15 inches (38.1 centimeters) of isolation. H. Upper Boom Articulation: 0 to 270 degrees. I. Platform capacity: 400 lbs (181.44 kilograms). J. Platform leveling: achieved by a single leveling chain and 3/4" fiberglass rods in the upper and lower booms. This lifetime system is very low maintenance. K. Hydraulic system: Open center (full pressure), maximum flow of 6.0 to 6.5 gpm (22.7 to 24.6 lpm), maximum operating pressure of 3,000 psi. L. Side-by-Side Boom Stow offers low travel height and easy platform access. M. Maintenance Free Elbow: nitrided to prevent rust, increase hardness and eliminates the need for grease at the elbow N. Small Boom Tip Profile. O. Altec Patented walking link system features uniform speed, smooth and continuous articulation and low maintenance operation. P. Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection. Q. Unit meets or exceeds ANSI 92.2 standards. 	1
2.	Manual Upper Boom Stow Securing System with support cradle and tie down strap.	1
3.	Pedestal	1
4.	Reservoir, 30 Gallon	1
5.	Single, One (1) Man, Fiberglass Platform; fixed side mounted. 24 x 24 x 39 inches.	1
	Altec Patented ISO-Grip Insulating, Proportional Speed, Upper Control Handle - with	

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	safety interlock and interlock guard. Located on the side of the platform nearest the upper boom, mounted on the shaft. Forward/back operates lower boom down/up, tiller operates rotation CW/CCW, and up/down operates upper boom up/down.	
6.	One (1) Platform Step - located on the side of the platform nearest the elbow in the stowed position	1
7.	Platform Cover - Soft vinyl 24 x 24 inch (610 x 610 mm)	1
8.	257 - Platform Liner 50 kV - 24 x 24 x 39 inches (610 x 610 x 991 mm)	1
9.	233 - Platform Floor Liner - 24 x 24 inches with safety tread (610 x 610 mm)	1
10.	Hydraulic Tool Circuit at Platform: Two (2) sets of tool couplers, located on the side of the platform nearest the elbow in the stowed position.	1
11.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers.	1
12.	Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options	1
13.	Start/Stop/Throttle module for 12 volt system	1
14.	241- Primary A-Frame Outriggers with 5-degree swivel shoe. For installation on a 36 to 40 inch chassis frame height. <ul style="list-style-type: none"> A. Maximum Spread: 140 inches to the outer edge of shoes B. Ground Penetration: 7 to 11 inches depending on chassis frame height C. Outrigger/Unit Selector Valve D. Outrigger Control Valves: located on the outrigger legs E. Outrigger Motion Alarms F. Outrigger Interlocks: will not allow the unit to be operated until the outriggers have been at least partially deployed 	1
15.	Hydraulic Outrigger Control Valves	1
16.	Insulating Aerial Device, ANSI Category C, 46kV and Below	1
17.	Fall Protection System to include one body harness and decelerating type lanyard. Harness has adjustable slide buckle on shoulder straps, Velcro chest strap, interlocking buckles on leg straps and nylon web loop fall arrest attachment on back. Lanyard has built in shock absorber that allows 28 inches (711 mm) of automatic adjustability	1
18.	Sight and Temperature gauge for hydraulic reservoir	1
19.	Bolt On Grab Handle for Turntable	1
20.	Altec Aerial Device Powder Painted White	1
<u>Unit & Hydraulic Acc.</u>		
21.	HVI-22 Hydraulic Oil (Standard).	35
22.	Standard Pump For PTO	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
23.	Hot shift PTO for automatic transmission	1
<u>Body</u>		
24.	Attec Chip Dump Body 17.0 cubic yard capacity, 93 inches wide x 60 inches high x 156 inches long (2362 x 1524 x 3962 mm) with ladder box and single piece tailgate	1
	<ul style="list-style-type: none"> A. Structural Channel stringers and floor channel. B. 12 gauge minimum floor plate. C. 14 gauge minimum sides and front with full length die-formed reinforcing ribs. D. 14 gauge roof. E. Rear top and sides of body reinforced for lower boom support. F. 22-1/2 inches (571 mm) high tailgate, hinged curb side with provision to hold open for dumping. G. 12 gauge minimum rear under body skirt panel. H. Class "D" hydraulic hoist, installed, with 45 degree dump angle and body prop. I. LED lighting package with wiring harness in automotive type loom. J. Street side built-in ladder compartment, 12 inches wide x 25 inches high (305 x 635 mm) with rear roller and internal security chain. K. Pole pruner compartment, 11 inches high (279.4 mm), above ladder compartment with rear locking door. L. Interior of chip body finished with scratch and corrosion resistant liner M. Underside of chip body undercoated (except stringer channels). N. Painted White 	
25.	Attec Thru Box tool compartment 48 inches wide x 50 inches high x 93 inches long (1219 x 1270 x 2362 mm) with 26.5 inch (673 mm) deep curb and street side compartments with the following compartmentation	1
	<ul style="list-style-type: none"> A. Street side - single compartment with two vertical single doors with door post. Left side has two (2) fixed shelves. Right side has four (4) unequal transverse compartments open to curb side. Compartment bottom 0.5-inch (12.7 mm) plywood liner partitioned for chain saw gas can and wedge storage. Security chain for chain saw provided in bottom. B. Curb side - single compartment with two (2) vertical single doors with door post. Left side has four (4) unequal transverse compartments open to street side. All compartments have 0.5-inch (12.7 mm) plywood shelf liners. Top center has two (2) fixed shelves. Top right has six (6) swivel rope hooks (3-0-3). C. Standard features: Rivet door locks. Double acting spring type door holders. Door locks are three point twist with lock cylinders. Finish paint interior compartments the same as exterior. Rain deflectors above all doors. Locking bars installed. D. Painted White 	
<u>Body and Chassis Accessories</u>		
26.	Cab Guard, 140" Long, 12 Gauge Sheet Metal With Non-Skid Surface with Expanded Metal Section at Front, For Behind-the-Cab Mount Pedestal Applications, With Access Stirrup Step And Grab Handle Installed At Curbside Rear, Painted Black	1
	<ul style="list-style-type: none"> A. Cab Guard Mounting Kit B. Front Supports For Cab Guard 	
27.	Cab Guard Access Ladder With Grab Handle	1
28.	ICC (Underride Protection) Bumper Installed At Rear	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
29.	T-100 Style Pintle Hitch (30,000 LB)	1
30.	Set of Safety Chain Loops, Fixed Mounting (Forestry Applications)	1
31.	Glad Hands At Rear, Straight Type Supplied With Chassis	1
32.	Platform Rest, Rigid with Rubber Tube	1
33.	Wheel Chocks, Rubber with Metal Hairpin Style Handle, 9.75" L X 7.75" W X 5.00" H (Pair)	1
34.	Wheel Chock Holders (Pair), For Installation Under Flatbed Or Dump Body	1
35.	Mud Flaps With Altec Logo (Pair)	1
36.	5 LB Fire Extinguisher With Light Duty Bracket, Installed Installed	1
37.	Triangular Reflector Kit, Installed Ship Loose	1
38.	Slope Indicator Assembly For Machine With Outriggers	1
39.	Soft Vinyl Lanyard Pouch Installed	1
40.	Vinyl manual pouch for storage of all operator and parts manuals	1

Electrical Accessories

41.	Install secondary stowage system.	1
42.	Install Start/Stop system.	1
43.	Install Outrigger Interlock System	1
44.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1
45.	Altec Standard Amber LED Strobe Light With Brush Guard Installed streetside, one under cab guard and one at rear corner of chip box.	2
46.	Dual Tone Back-Up With Outrigger Motion Alarm	1
47.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1
48.	Custom Electric Trailer Plug 7-Way Receptacle Provided With Chassis, Install At Rear	1
49.	Electric Trailer Brake Controller (EPCO Power Stop #500PS)	1
50.	Altec Modular Panel System (AMPS) - Includes Mounting Panel and Accessory Switches	1

Finishing Details

51.	Focus Factory Build	1
52.	Delivery Of Completed Unit	1
53.	Powder Coat Unit Altec White	1
54.	All interior body compartments to remain primed	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
55.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc.	1
56.	Apply Non-Skid Paint (Ferrox) to all walking surfaces	1
57.	English Safety And Instructional Decals	1
58.	Vehicle Height Placard - Installed In Cab	1
59.	Dielectric test unit according to ANSI requirements.	1
60.	Stability test unit according to ANSI requirements.	1
61.	Placard, HVI-22 Hydraulic Oil	1
62.	Inbound Freight	1
63.	Installation - LR7-56 Aerial Device	1
<u>Chassis</u>		
64.	Chassis	1
65.	Altec Supplied Chassis	1
66.	Other Chassis Model Year 2013	1
67.	Freightliner M2-106	1
68.	Other Chassis Cab To Axle Length 140" Clear CA	1
69.	Other Chassis GVWR 42,000	1
70.	16,000 LBs Front Axle Rating	1
71.	26,000 LBs Rear Axle Rating	1
72.	Other Engine Model Cummins ISC 350/1000	1
73.	Other HP Rating 350	1
74.	Allison RDS-3000 Automatic Transmission	1
75.	016-1C3 - Freightliner Horizontal Exhaust (Right-Horizontal-Behind Cab-Horizontal)	1
76.	Freightliner PTO Throttle Wiring for Automatic Transmission (163-004) (148-074) (87L-003)	1
77.	Freightliner/Allison Body Builder Connection (34C-001)	1
78.	Freightliner Heavy Duty Taillight Wiring (353-027)	1
79.	Freightliner Upgraded Chassis Multiplex Unit (335-004)	1
80.	Freightliner - Rear Cab Crossmember Flush With Back Of Cab (561-010)	1
81.	Freightliner - Clear Frame Rails 20 From Back Of Cab (607-049)	1
82.	Freightliner - Clear Area Around Allison PTO Opening (362-035) and (363-011)	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
83.	Air Brakes	1
84.	No Idle Engine Shut-Down Required	1
85.	4x2 Drivetrain	1
86.	Conventional Cab	1

Additional Pricing

87.	GSA Order Designation	1
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Miscellaneous

88.	Standard Altec Warranty One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges Limited Lifetime Structural Warranty	1
-----	---	---

Unit/Body Price: 68,013.00
Chassis Price: 76,614.00
*Does not include FET, see below

Altec Industries, Inc.

BY _____

Emily A Gent

Notes:

1 OPTIONS AND ACCESSORIES: These options are not included in the Quote Total Price. Selected options would change the quote total.

A. FET Charges, ADD to total price if applicable: \$9,257.00

2 -----
Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Bidder is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

3 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

4 F.O.B. - Customer Site

- 5 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be
made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.
- 6 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any
local title or licensing fees. All appropriate taxes will be added to the final price in accordance with
regulations in effect at time of invoicing.
- 7 Terms: If chassis is ordered through ALTEC Industries, Inc. the chassis payment is due upon receipt of the
chassis at ALTEC Industries, Inc. Balance is due NET 30 days after receipt of completed unit.
- 8 Interest charge of 1/2% per month to be added for late payment.
- 9 Delivery: 240-270 days after receipt of order PROVIDING:
- A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact
your Altec representative for an updated delivery commitment.
 - B. Chassis is received a minimum of sixty (60) days before scheduled delivery.
 - C. Customer approval drawings are returned by requested date.
 - D. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
 - E. Customer expectations are accurately captured prior to releasing the order. Unexpected additions or
changes made at a customer inspection will delay the delivery of the vehicle.
- 10 Trade-in offer is contingent upon equipment being maintained to DOT (Department of Transportation)
operating and safety standards. This will include, but not limited to tires, lights, brakes, glass, etc. If a
trade-in is not maintained to DOT standards, additional transportation expenses will apply and could be
invoiced separately.
- All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with the vehicle unless
otherwise agreed upon in writing by both parties. Altec Industries reserves the right to re-negotiate its
trade-in offer if these conditions are not met.
- Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of
purchase order. After that time Altec Industries will expect receipt of trade-in vehicle upon delivery of new
equipment as part of the terms of the purchase order.
- Titles for trade-in equipment should be given to the appropriate Altec Sales associate or forwarded to Altec
Nueco at address 1730 Vanderbilt Road, Birmingham, AL 35234.
- 11 This quotation is valid until JUL 30, 2012. After this date, please contact Altec Industries, Inc. for a possible
extension.
- 12 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same
day parts shipments on most parts from service locations nationwide at an additional competitive labor and
parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.
- 13 Please direct all questions to Dc Creekmore at

Prepared for:
EMILY GENT
ALTEC INDUSTRIES
CREEDMOOR
1550 AERIAL WAY
CREEDMOOR, NC 27522
Phone: 919-764-4033

QUOTE ID
BCPW42K12S-M

Prepared by:
Shane Hall
Peach State Freightliner
1755 Dry Pond Road
Jefferson, GA 30549
Phone: 7063678998

EMILY GENT,

The attached quote is for Boone County Public Works. Please see quote for details. This will be a 2013 model year chassis with delivery 140 days from purchase. Pricing is valid for chassis delivered by 12/31/12.

Shane Hall

Prepared for:
EMILY GENT
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**QUOTE ID
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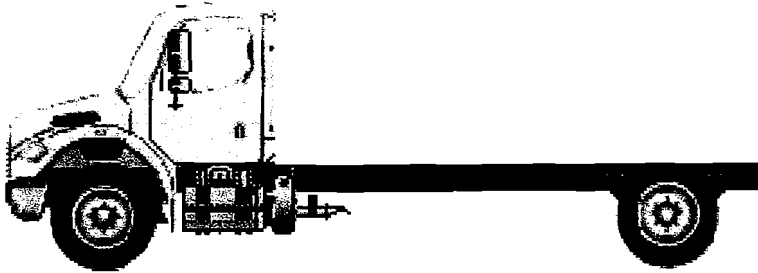
Prepared by:
Shane Hall
Peach State Freightliner
1755 Dry Pond Road
Jefferson, GA 30549
Phone: 7063678998

A proposal for
**ALTEC INDUSTRIES CREEDMOOR
BOONE COUNTY PUBLIC WORKS**

Prepared by
Peach State Freightliner
Shane Hall

Jul 06, 2012

**2013 Freightliner M2 106
4X2 @ 42,000 GVWR 140" CLEAR CA**



Components shown may not reflect all spec'd options and are not to scale

Prepared for:
 EMILY GENT
 ALTEC INDUSTRIES
 CREEDMOOR
 1550 AERIAL WAY
 CREEDMOOR, NC 27522
 Phone: 919-764-4033

**QUOTE ID
 BCPW42K12S-M**

Prepared by:
 Shane Hall
 Peach State Freightliner
 1755 Dry Pond Road
 Jefferson, GA 30549
 Phone: 7063678998

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-01M	M2 PRL-01M (EFF:03/01/11)		
Data Version			
DRL-024	SPECPRO21 DATA RELEASE VER 024		
Vehicle Configuration			
001-172	M2 106 CONVENTIONAL CHASSIS	5,205	3,055
004-213	2013 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-001	TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK	10	10
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1UT	UTILITY BUSINESS SEGMENT		
AA4-011	FIXED LOAD COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 16000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 26000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY :42000.0 lbs		
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 38000.0 lbs		

Prepared for:
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 ALTEC INDUSTRIES
 CREEDMOOR
 1550 AERIAL WAY
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Prepared by:
 Shane Hall
 Peach State Freightliner
 1755 Dry Pond Road
 Jefferson, GA 30549
 Phone: 7063678998

Data Code	Description	Weight Front	Weight Rear
GVWR	RATED MAXIMUM VEHICLE CAPACITY - GVWR : 42000.0 lbs		
Truck Service			
AA3-006	UTILITY BODY		
A88-99D	EXPECTED TRUCK BODY LENGTH : 1.0 ft		
AE2-99D	EXPECTED TRUCK BODY WIDTH : 96.0 in		
A89-99D	BRAKING-EXPECTED CAB TO BODY CLEARANCE : 3.0 in		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
101-2NV	CUM ISC-350 350 HP @ 2000 RPM; 2200 GOV, 1000 LB/FT @ 1400 RPM	510	-10
Electronic Parameters			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE ONLY ENABLED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBITIT SPEED THRESHOLD - 5 MPH		
Engine Equipment			
99C-010	2010 EPA/CARB EMISSION CERTIFICATION		
99D-009	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LEFT SIDE OF HOOD)		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
133-004	ONE PIECE VALVE COVER		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		

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 Peach State Freightliner
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Data Code	Description	Weight Front	Weight Rear
292-1D8	(2) ALLIANCE MODEL 1131, GROUP 31, 12 VOLT MAINTENANCE FREE 1850 CCA THREADED STUD BATTERIES		
290-017	BATTERY BOX FRAME MOUNTED		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
107-032	CUMMINS 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-998	NO RETARDER		
016-1C3	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE		
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-001	STANDARD EXHAUST SYSTEM LENGTH		
237-052	RH STANDARD HORIZONTAL TAILPIPE		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
273-018	HORTON DRIVEMASTER ON/OFF FAN DRIVE		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-013	1100 SQUARE INCH ALUMINUM RADIATOR	20	
103-004	ANTIFREEZE TO -34F, NOAT EXTENDED LIFE COOLANT		

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 1550 AERIAL WAY
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 Phone: 919-764-4033

QUOTE ID
BCPW42K12S-M

Prepared by:
 Shane Hall
 Peach State Freightliner
 1755 Dry Pond Road
 Jefferson, GA 30549
 Phone: 7063678998

Data Code	Description	Weight Front	Weight Rear
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
360-998	NO FRONT ENGINE PTO		
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH	10	
Transmission			
342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
Transmission Equipment			
352-998	NO AUXILIARY TRANSMISSION		
343-018	WTEC CALIBRATION - 5 SPEED RDS/TRV (PACKAGE 113)		
353-027	VEHICLE INTERFACE WIRING AND PDM WITH BODY BUILDER CONNECTOR AT END OF FRAME		
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
362-035	CUSTOMER INSTALLED CHELSEA 277 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-002	TRANSMISSION PROGNOSTICS - DISABLED(N/A)		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-013	TRANSMISSION OIL CHECK AND FILL WITH CROSSOVER TO CLEAR LH PTO AND DIRECT MOUNT PUMP		

Prepared for:
 EMILY GENT
 ALTEC INDUSTRIES
 CREEDMOOR
 1550 AERIAL WAY
 CREEDMOOR, NC 27522
 Phone: 919-764-4033

QUOTE ID
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Prepared by:
 Shane Hall
 Peach State Freightliner
 1755 Dry Pond Road
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 Phone: 7063678998

Data Code	Description	Weight Front	Weight Rear
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
Front Axle and Equipment			
400-1A9	DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	260	
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
409-021	SKF SCOTSEAL PLUS XL FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-012	TRW TAS-85 POWER STEERING	50	
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE		
Front Suspension			
620-004	16,000# FLAT LEAF FRONT SUSPENSION	290	
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS	50	
Rear Axle and Equipment			
420-022	RS-26-185 26,000# T-SERIES SINGLE REAR AXLE		440
421-563	5.63 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	50	50
423-010	MERITOR 16.5X7 P CAM REAR BRAKES, DOUBLE ANCHOR, CAST SHOES		50
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-030	WEBB HEAVY WEIGHT CAST IRON REAR BRAKE DRUMS		80

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Data Code	Description	Weight Front	Weight Rear
440-021	SKF SCOTSEAL PLUS XL REAR OIL SEALS		
426-074	HALDEX GOLDSEAL LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-001	ORGANIC SAE 80/90 REAR AXLE LUBE		
Rear Suspension			
622-1DC	26,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		210
621-001	SPRING SUSPENSION - NO AXLE SPACERS		
431-001	STANDARD U-BOLT PAD		
623-005	FORE/AFT CONTROL RODS		
Brake System			
018-002	AIR BRAKE PACKAGE	80	140
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-083	WABCO SS-1200 PLUS AIR DRYER WITH INTEGRAL AIR GOVERNOR AND HEATER	20	
479-015	AIR DRYER FRAME MOUNTED		
460-001	STEEL AIR BRAKE RESERVOIRS		
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
Trailer Connections			
914-001	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS		
296-027	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE		
297-001	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		

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Prepared by:
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 1755 Dry Pond Road
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 Phone: 7063678998

Data Code	Description	Weight Front	Weight Rear
Wheelbase & Frame			
545-532	5325MM (210 INCH) WHEELBASE		
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	460	120
552-075	2900MM (114 INCH) REAR FRAME OVERHANG		
55W-011	FRAME OVERHANG RANGE: 111 INCH TO 120 INCH	-80	320
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 144.45 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 141.45 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 353.39		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 144.45 in		
FSS-0LH	FRAME SPACE LH SIDE : 91.41 in		
FSS-0RH	FRAME SPACE RH SIDE : 124.31 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
* 572-001	STANDARD REARMOST CROSSMEMBER		
	572-998 DELETE REAR MOST X MEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	20	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
585-998	NO MUDFLAP BRACKETS		
590-998	NO REAR MUDFLAPS		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
* 605-1AB	CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON FRAME		
Fuel Tanks			

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Prepared by:
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 Peach State Freightliner
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 Phone: 7063678998

Data Code	Description	Weight Front	Weight Rear
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-084	ALLIANCE FUEL FILTER/WATER SEPARATOR WITH PRIMER PUMP	15	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-2CC	MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
094-0GR	MICHELIN XDN2 12R22.5 16 PLY RADIAL REAR TIRES		140
Hubs			
418-045	CONMET PRE-SET BEARING IRON FRONT HUBS		
450-045	CONMET PRE-SET BEARING IRON REAR HUBS		
Wheels			
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	50	
505-717	ACCURIDE 50408 ACCU-LITE 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS		-40
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTS		
646-009	PAINTED PLASTIC GRILLE		
65X-001	ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
726-002	DUAL ELECTRIC HORNS		

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	Data Code	Description	Weight Front	Weight Rear
	728-001	SINGLE HORN SHIELD		
	657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
	575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
	312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY		
	302-001	(5) AMBER MARKER LIGHTS		
N	311-019	HEADLIGHTS ON WITH WIPERS, WITH DAYTIME RUNNING LIGHTS		
	294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
	300-015	STANDARD FRONT TURN SIGNAL LAMPS		
	744-1BH	DUAL WEST COAST MOLDED-IN COLOR MIRRORS		
	797-001	DOOR MOUNTED MIRRORS		
	796-001	102 INCH EQUIPMENT WIDTH		
	743-1AP	LH AND RH 8" MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
	729-001	STANDARD SIDE/REAR REFLECTORS		
	677-998	NO CAB MOUNTED STEPS		
	768-043	63X14 INCH TINTED REAR WINDOW		
	661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
	654-003	MANUAL DOOR WINDOW REGULATORS		
	663-013	TINTED WINDSHIELD		
	659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior				
	707-1AK	OPAL GRAY VINYL INTERIOR		
	706-013	MOLDED PLASTIC DOOR PANEL		
	708-013	MOLDED PLASTIC DOOR PANEL		
	772-006	BLACK MATS WITH SINGLE INSULATION		
	785-001	DASH MOUNTED ASH TRAYS AND LIGHTER		
	691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
	694-010	IN DASH STORAGE BIN		
	742-007	(2) CUP HOLDERS LH AND RH DASH		
	680-006	GRAY/CHARCOAL FLAT DASH		
	700-002	HEATER, DEFROSTER AND AIR CONDITIONER	70	
	701-001	STANDARD HVAC DUCTING		

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Data Code	Description	Weight Front	Weight Rear
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-001	CAB INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-011	DOME DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
756-1CV	HIGH BACK NON SUSPENSION DRIVER SEAT WITH FORE AND AFT ADJUSTMENT		
760-235	2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT	30	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
763-006	3 POINT DRIVER AND PASSENGER AND 2 POINT CENTER FRONT SEAT BELT RETRACTORS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL		
734-004	GRAY CENTER INSTRUMENT PANEL		
87L-003	ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE LIGHT AND BUZZER		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		

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Data Code	Description	Weight Front	Weight Rear
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-011	ODOMETER/TRIP/HOUR/DIAGNOSTIC/VOLTAGE DISPLAY: 1X7 CHARACTER, 26 WARNING LAMPS, DATA LINKED, ICU3		
160-025	DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN, SAE J1939, LOCATED BELOW DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-074	ENGINE REMOTE INTERFACE NOT CONFIGURED		
163-004	ENGINE REMOTE INTERFACE CONNECTOR IN ENGINE COMPARTMENT		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-001	OVERHEAD INSTRUMENT PANEL		
746-1A2	AM/FM/WB RADIO WITH FRONT AUXILIARY INPUT	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF	2	
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
162-011	IDLE LIMITER, ELECTRONIC ENGINE		
482-001	BW TRACTOR PROTECTION VALVE		
883-001	TRAILER HAND CONTROL BRAKE VALVE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		

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Data Code	Description	Weight Front	Weight Rear
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

Design

065-000 PAINT: ONE SOLID COLOR

Color

980-5F6 CAB COLOR A: L0006EB WHITE ELITE BC
 986-020 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
 962-970 VENDOR WHITE FRONT WHEELS/RIMS (PW, TKWHT21, W, TW)
 966-970 VENDOR WHITE REAR WHEELS/RIMS (PW, TKWHT21, W, TW)
 964-6Z7 BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX

Certification / Compliance

996-001 U.S. FMVSS CERTIFICATION

Secondary Factory Options

998-001 CORPORATE PDI CENTER IN-SERVICE ONLY

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	7487 LBS	4625 LBS	12112 LBS
Total Weight ⁺	7487 LBS	4625 LBS	12112 LBS

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Prepared for:
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Other Factory Charges

PMR-210 2010 ENGINE EMISSIONS ESCALATOR
DELIVERY & ORDER PROCESSING CHARGE

Extended Warranty

WAG-051 TOWING EXTENDED/ROADSIDE SERVICE WARRANTY, 6
MONTHS/UNLIMITED MILES/KM, \$550 CAP

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.

SAM System for Award Management

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Current Search Terms: Altec Industries Inc.

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DUNS: 005168633	+4:	CAGE Code: 670S8 View Detail
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Entity	ALTEC INDUSTRIES, INC.	Status: Active
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Has Active Exclusion?: No		DoDAAC:
Entity	ALTEC INDUSTRIES, INC.	Status: Active
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 (8am - 8pm Eastern Time)
 US Calls: 866-606-8220
 International Calls: 334-206-7828



ANNUAL RENEWAL OF AGREEMENT

made by and between

**Altec Industries, Inc.(Vendor)
210 Inverness Center Drive
Birmingham, AL 35242**

and

**National Joint Powers Alliance® (NJPA)
20212th Street NE
Staples, Minnesota 56479
Phone: (218) 894-5482**

Whereas:

“Vendor” and “NJPA” have entered into 1) an “Acceptance of Bid and IFB Award #060311-All” for Heavy Construction Equipment Together with Related Accessories, Supplies and Services, and 2) and a maturity date of July 19, 2015, and which are subject to annual renewals at the option of both parties.

Now therefore:

“Vendor” and “NJPA” hereby desire and agree to extend and renew the above defined contracts for the period of July 19, 2012 through July 19, 2013.

National Joint Powers Alliance®(NJPA)

By: Todd Lygia, Its: Executive Director

Name printed or typed: Todd Lygia

Date 5/29/12

Altec Industries, Inc.

By: Ellis C. Bledsoe, Its: Manager, Technical Sales Support

Name printed or typed: Ellis C. Bledsoe

Date 05/22/12

If you do not want to extend contract, please sign below and return this agreement.
Discontinue: We desire to discontinue the contract.

Signature: _____ Date: _____

National Joint Powers Alliance® (herein NJPA) REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

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

RFP Opening

June 3, 2011
8:00 AM Central Time
At the offices of the
National Joint Powers Alliance®
200 First Street Northeast, Staples, MN 56479

RFP #060311

The National Joint Powers Alliance® (NJPA) issues this request for proposal (RFP) to provide HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES, on behalf of ourselves and our Members from government, education, and non-profit agencies located in all 50 states and potentially internationally. Details of this RFP are available beginning April 20, 2011 and continuing until May 11, 2011. Details and specifications may be obtained by letter of request to Gregg Meierhofer, NJPA, 200 First Street Northeast, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until June 2, 2011 at 4:00 p.m. Central Time at the above address and opened June 3, 2011 at 8:00AM Central Time.

The text above is the Public Notice to Proposers to be used by NJPA.

RFP Timeline

*April 20, 2011 and
April 27, 2011
May 11, 2011
May 13, 2011 10:00AM Central
June 2, 2011 4:00 PM. Central
June 3, 2011 8:00AM Central*

- *Publication of RFP in the print and online Minneapolis Star Tribune, the NJPA website, and on the website of noticetobidders.com*
- *Deadline for RFP requests*
- *Pre-Proposal Conference (webcast – conference call)*
- *Deadline for Submission of Proposals*
- *Public Opening of Proposals*

Direct questions regarding this RFP to:

Gregg Meierhofer at gregg.meierhofer@njpacoop.org or (218)894-1930

RFP Procedures offers the methods for submitting questions.

RFP 060311

TABLE OF CONTENTS

1. INTRODUCTION
 - A. About NJPA
 - B. Joint Exercise of Powers Laws
 - C. Why Propose a National Cooperative Procurement Contract
 - D. The Intent of this RFP
 - E. Scope of this RFP
 - F. Expectations for Products/Services being Proposed
 - G. Certification – Firm offer to contract
2. DEFINITIONS
 - A. Proposer – Vendor
 - B. Contract
 - C. Time
 - D. Proposer’s Response
 - E. Currency
3. INSTRUCTIONS TO PREPARING YOUR PROPOSAL
 - A. Pre-Proposal Conference
 - B. Identification of key personnel
 - C. Proposer’s exceptions to terms and conditions
 - D. Formal instructions to Proposers
 - E. Questions and answers about this RFP
 - F. Modification or withdrawal of a submitted Proposal
 - G. Value added attributes, products/services
 - H. Certificate of Insurance
 - I. Order Process and/or Funds Flow
 - J. Administrative Fees
4. PRICING STRATEGIES
 - A. Line-Item Pricing
 - B. Percentage discount from catalog or category
 - C. Hot List Pricing
 - D. Ceiling Price
 - E. Volume Price Discounts
 - F. Sourced Goods
 - G. Cost Plus a Percentage of Cost
 - H. Total Cost of Acquisition
 - I. Requesting Product and Service additions/deletions
 - J. Requesting Pricing Changes
 - K. Pricing and Products Changes Format
 - L. Single Statement of Pricing – Historical Record of Pricing
 - M. Payment Terms
 - N. Sales Tax
 - O. Shipping and Shipping Program
 - P. Normal Working Hours
5. MARKETING PLAN
6. PROPOSAL OPENING PROCEDURE
7. EVALUATION OF PROPOSALS
 - A. Proposal evaluation process
 - B. Proposer Responsiveness
 - C. Proposal evaluation criteria
 - D. Cost Scoring Evaluation
 - E. Product Testing
 - F. Past performance information
 - G. Waiver of formalities
8. POST AWARD OPERATING ISSUES
 - A. Subsequent Agreements
 - B. NJPA Member sign-up procedure
 - C. Reporting of sale activity
 - D. Audits
 - E. Hub Partner
 - F. Trade-Ins
 - G. Out of Stock Notification
 - H. Termination of a Contract resulting from this RFP
9. GENERAL TERMS AND CONDITIONS
 - A. Advertisement of RFP
 - B. Advertising a Contract Resulting From this RFP
 - C. Applicable law
 - D. Assignment of Contract
 - E. Proposers List
 - F. Captions, Headings, and Illustrations
 - G. Confidential Information
 - H. Data Privacy
 - I. Entire Agreement
 - J. Force Majeure
 - K. Gratuities
 - L. Hazardous Substances
 - M. Legal Remedies
 - N. Licenses
 - O. Material Suppliers and Sub-Contractors
 - P. Non-Wavier of Rights
 - Q. Protests of Awards Made
 - R. Provisions Required by Law
 - S. Public Record
 - T. Right to Assurance
 - U. Suspension or Disbarment Status
 - V. Human Rights Certificate
 - W. Severability
 - X. Relationship of Parties
10. FORMS
 - A,B,C,D,E,G,H,I
11. PRE-SUBMISSION CHECKLIST
12. ATTACHMENT 1 (I&M Price Sheet)

RFP 060311

1. INTRODUCTION

A. ABOUT NJPA

1.1 The National Joint Powers Alliance®- (NJPA)- is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership includes states, cities, counties, governmental agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations. This Minnesota Statute also allows for service to NJPA Member agencies in Minnesota and all other states.

1.2 To this end, NJPA has established a series of procurement contracts with various Vendors of products/services which NJPA Members desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

1.3 NJPA's publicly elected Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts and offers them for the benefit of its Membership.

1.3.1 Subject to Approval of the Board: Any award of Contract made by an authorized NJPA Employee will be subject to such action by the NJPA Board of Directors.

1.4 NJPA currently serves over 30,000 member agencies. Both membership and utilization of NJPA Contracts continues to expand at exponential rates. The value of our Contracts driven to our Members is reflected in our growth.

B. JOINT EXERCISE OF POWERS LAWS

1.5 NJPA cooperatively shares those contracts with its Members nationwide through various "Joint Exercise of Powers Laws" established in Minnesota and most other States. The Minnesota "Joint Exercise of Powers Law" is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." Similar Joint Exercise of Powers Laws for each State of the United States can be found on our website at <http://www.njpacoop.org/LEARN/About/Legal.html> and clicking on that state at the bottom of the webpage.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

1.6 National Cooperative Procurement Contracts create value for both Municipal buyers and their Vendors of products/services in two ways:

1.6.1 We **save the time and effort** of many municipal buyers bringing individual procurement proposals AND the time and effort of the Vendors in responding individually to those invitations. A single invitation for a cooperatively held contract can replace potentially thousands of invitations for the same items from individual NJPA Members.

1.6.2 We earn **volume purchasing discounts** which are passed on to our Members. A single awarded Proposal is likewise exposed to thousands of potential Municipal purchasing units nationwide creating efficiency and savings to the business community as they sell products and services to government and education agencies.

1.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that lower prices, better overall value and time savings will be the result.

RFP 060311

1.8 The collective purchasing power of thousands of NJPA Members nationwide offers the opportunity for volume pricing discounts. Although no volume is guaranteed by a Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

1.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Pre-competed procurement contracts offer NJPA and its Members the ability to more directly compare non-price factors in their procurement analysis and it offers Vendors the opportunity to display those attributes without the timing and interpretation constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

1.10 The intent of this RFP is to award an Exclusive Single Award Contract to a qualifying manufacturer or authorized distributor demonstrating a solution which meets and/or exceeds the requirements of NJPA and its Members within the scope of **HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES**. Qualifying Proposers must be able to demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and the ability to both market to and service NJPA Members in all 50 states. All proposals received will be evaluated based on (among several other factors) their ability to provide the greatest utility to NJPA and NJPA Members and across the widest spectrum of products and services.

1.11 NJPA desires a relationship with a vendor providing a broad array of equipment, products, supplies, accessories and services anticipated and generally requested and desired by NJPA members from the **HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES** industry. Those products and services must include those most commonly used and desired by NJPA and its Members. NJPA is seeking a Prime and Exclusive Vendor relationship to best serve the overall needs of NJPA and NJPA Members nationally.

1.12 Non-Manufacturer Awards: NJPA reserves the right to make an award related to this invitation to a non-manufacturer such as a dealer/distributor if such action is in the best interests of NJPA and its Members.

1.13 Multiple Awards: Although it is NJPA's intent to award a contract to a single Vendor, NJPA reserves the right to award a Contract to multiple Proposers where the responding Proposers are deemed to lack the ability to appropriately service a national contract or such action is deemed to be in the best interests of NJPA and its Members

1.14 Award by Board of Directors: An Award of Contract may be made by the NJPA Board of Directors based on the recommendation of the NJPA Proposal Review Committee and on the best interests of NJPA and its Members. NJPA is seeking a Prime, Exclusive Vendor relationship(s) to meet this need. The goal and intent of this RFP is to follow through with a proposal award and contract to be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA to its participating members.

1.15 Best Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best responsible and responsive Proposer(s) offering the best overall quality and selection of products/services and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP.

1.16 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Members.

1.17 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members

RFP 060311

reserve the right to obtain like goods and services solely from this Contract or from another contract source of their choice.

1.18 NJPA's interest in a contract resulting from this RFP: Notwithstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the goods and services procured there from.

1.19 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor meaning the Vendor will take sole responsibility for the performance of delivered products/services. NJPA also desires sole responsibility with regard to:

1.19.1 Scope of Products/Services: NJPA desires a single provider for the broadest possible scope of the goods and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA Members.

1.19.2 Vendor use of sub-contractors in sourcing or delivering goods and services: NJPA desires a single source of responsibility for products/services proposed. Proposer's are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the goods and services being proposed. Vendor assumes all responsibility for the products/services and actions of any such Sub-Contractor.

E. SCOPE OF THIS RFP

1.20 Additional Definition for the scope of this solicitation.

1.20.1 In addition to **HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES**, this solicitation should be read to include:

1.20.1.1 None.

1.20 Solutions Based Invitation:

1.20.1 All potential Proposers are assumed to be professionals in their respective fields. As professionals you are deemed to be intimately familiar with the spectrum of NJPA and NJPA Member's current and future needs and requirements with respect to the scope of this RFP.

1.20.2 With this intimate knowledge of NJPA and NJPA Member's needs, Proposers are instructed to provide their broadest proposal response in a format describing their solutions to those current and future needs and requirements. Proposers should take care to be economical in their response to this RFP.

1.20.3 Multiple solutions to the needs of NJPA and NJPA Member's are possible. **Examples could include:**

1.20.3.1 Materials Only Solution: A Materials Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those materials being proposed.

1.20.3.2 Turn-Key Solutions: A Turn-Key Solution is combination of materials and

RFP 060311

services which provides a single price for materials, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

1.20.3.3 Good, Better, Best: Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Member’s needs.

1.20.3.4 Proven – Accepted – Leading Edge Technology: Where appropriate and properly identified, Proposers are invited to provide the CHOICE of an appropriately identified spectrum of technology solutions to NJPA and NJPA Member’s needs both now and into the future.

1.21 Geographic Area to be Proposed: This RFP invites proposals to provide **HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES** to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability to serve Canada, for instance, will be viewed as a value-added attribute.

1.22 Manufacturer as a Proposer: If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer’s Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

1.23 Dealer/Re-seller as a Proposer: If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer’s authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

1.24 Contract Term: A contract resulting from this RFP will become effective the date established in the “Offering and Award” (Form D). NJPA is seeking a Contract base term of four years subject to annual renewals as allowed by Minnesota Contracting Law. Full term is expected, however will only occur through successful annual renewals. One additional one-year renewal-extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members.

1.25 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

1.26 Estimated Contract Volume: Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Members.

1.27 Largest Possible Solution: If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific products/services proposals as a part

RFP 060311

of the award.

1.28 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

1.29 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

F. EXPECTATIONS FOR PRODUCTS/SERVICES BEING PROPOSED

1.30 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the **HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES** industry, as they are generally understood and accepted within that industry across the nation. Submitted products/services, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

1.30.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the products/services they propose will render equivalent functionality, coverage, performance, and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

1.30.2 Technical Descriptions/Specifications. Bidder's must supply sufficient information to:

- Demonstrate the Bidder's knowledge of industry standards, and
- identify the products and services being bid, and
- differentiate those products and services from others.

Excessive technical descriptions and specifications which, in the opinion of NJPA, unduly enlarges the bid response may reduce evaluation points awarded on Form G.

1.31 Important note: NJPA does not typically offer specific product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested products and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Member's needs.

1.32 Commonly used Goods and Services: It is important that the products/services submitted are the products/services commonly used by public sector entities.

1.33 New Current Model Goods: Proposals submitted shall be for new, current model products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

1.34 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

1.35 Delivered and operational; Products offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.

1.36 Warranty: The Proposer/Vendor warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products

RFP 060311

and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit, as a part of Tab 7, product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in the non-award.

1.37 Proposer's Warrants: The Proposer warrants all goods and services furnished hereunder will be free from liens and encumbrances; and defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

1.38 Authorized Representative: Proposer must be officially authorized to manufacturer, distribute, or re-sell the products and services proposed.

G. CERTIFICATION – FIRM OFFER TO CONTRACT

1.38 By execution and delivery of a proposal, Proposer certifies:

1. The submission of the offer did not involve collusion or any other anti- competitive practices;
2. The Proposer/Vendor shall not discriminate against any employee or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246);
3. The Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted offer (see Gratuities); and,
4. The Proposer agrees to promote and offer to Members only those products/services and/or services as previously stated, allowed, and deemed a resultant of the contract(s) as NJPA contract items or services. This clause shall include any future product or service additions as allowed through Contract additions.

1.39 A response to this RFP is a firm offer to Contract with the NJPA based upon the goals, intent, terms, and conditions and scope of products/services contained in and referenced to in this invitation.

1.40 All stated terms and conditions, expectations to include the goals, intent and scope of this RFP as described as a part of this RFP, are to be considered binding under the signatures of authorized parties and are part of the Contract.

H. PRE-PROPOSAL CONFERENCE

1.41 A Pre-Proposal Conference (Webcast – Conference Call) will be held at the date and time identified on the title page for this proposal.

1.42 An invitation with access instructions will be sent via e-mail to all inquirer's the morning following the deadline for proposal inquiries (the day before the conference).

1.43 The purpose for the conference is to allow for questions from the Potential Bidders AND to allow for input from the Potential Bidders regarding perceived improvements to this RFP.

2. DEFINITIONS

A. PROPOSER - VENDOR

2.1 Exclusive Vendor- A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members. Such a Proposer must exhibit the ability to offer an outstanding overall program and demonstrate the ability and

RFP 060311

willingness to serve NJPA Members in all 50 states, and comply with all other requirements of this RFP.

2.2 Potential Proposer- A person or entity requesting a copy of this RFP.

2.3 Proposer- A company, person, or entity delivering a timely response to this RFP.

2.4 Vendor- One of a number of Proposers whose proposal has been awarded a contract pursuant to this RFP.

2.5 Request for Proposal- Herein referred to as RFP

B. CONTRACT

2.6 “Contract” as used herein shall mean cumulative documentation consisting of this RFP, an entire Proposer’s response, and a fully executed “Acceptance and Award” pursuant to this RFP.

C. TIME

2.7 Periods of time, stated as number of days, shall be in calendar days.

D. PROPOSER’S RESPONSE

2.8 A Proposer’s Response is the entire collection of documents as they are received by NJPA from a Potential Proposer in response to this RFP.

E. CURRENCY

2.9 All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

F. FOB

2.10 FOB stands for “Freight On Board” and defines the point at which responsibility for loss and damage of goods purchased are transferred from Seller to Buyer. “FOB Destination” defines the transfer of responsibility for loss are transferred from Seller to Buyer at the Buyer’s designated delivery point.

2.11 FOB does not identify whom is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

3. INSTRUCTIONS TO PREPARING YOUR PROPOSAL

A. PRE-PROPOSAL CONFERENCE

3.1 A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP. Only answers issued in writing by NJPA to questions asked before or during the Pre-proposal Conference shall be considered binding.

B. IDENTIFICATION OF KEY PERSONNEL

3.2 Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that

RFP 060311

may arise including instructions regarding different contacts for different geographical areas as needed.

3.3 Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

C. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

3.4 Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

3.5 Exceptions, Deviations or contingencies stipulated in Proposer's Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

D. FORMAL INSTRUCTIONS TO PROPOSERS

3.6 It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

3.7 All proposals must be sent to "The National Joint Powers Alliance®, 200 1st ST NE Staples, MN 56479."

3.8 Format for bid response: All proposals must be physically delivered to NJPA® at the above address in the following format:

3.8.1 Hard copy Original signed, completed, and dated forms C,D, E, H, and I from this RFP,

3.8.2 Hard copies of all addenda issued for the RFP counter signed by the Proposer,

3.8.3 Certificate of insurance verifying the coverage identified in this RFP (the addition of an "Additional Insured" designation will be required if your bid is awarded),

3.8.4 Two complete copies of your response on electronic media (Compact Disc or flash drive) containing completed Forms A,B,C,D,E,H, and I, and your statement of products and pricing together with all appropriate attachments

3.9 All Proposal forms must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

3.10 Proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

3.11 It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals.

3.11.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message "**Hold for Proposal Opening**", and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

3.12 Corrections, erasures, and interlineations on a Proposer's Response must be initialed by the authorized signer in original ink on all copies to be considered.

3.13 Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

3.13.1 Proposer's are responsible for checking directly with NJPA, or checking the NJPA website

RFP 060311

for addendums to this RFP.

3.13.2 Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

3.14 Upon examination of this RFP document, Proposer shall promptly notify the Manager of Bids and Contracts of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP must be made by addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

3.15 Submit all questions about this RFP, in writing, referencing **“HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES** to Gregg Meierhofer, NJPA, 200 First Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Gregg Meierhofer at (218) 894-1930 to determine if addenda have been issued or to request copies of the RFP. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Gregg Meierhofer. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7th) calendar day prior to proposal due-date cannot be answered.

3.16 If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

3.17 If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

3.18 As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

3.19 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org by clicking on “Current Proposals” and from the NJPA offices. No addenda will be issued later than five (5) days prior to the deadline for receipt of proposals, except an addendum withdrawing the request for proposals or one that includes postponement of the date of receipt of proposals. Each Potential Proposer shall ascertain prior to submitting a Proposal that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

3.20 An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the time specified for opening of all proposals.

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

3.21 A submitted proposal may not be modified, withdrawn from or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened regarding this RFP. **Prior** to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Manager of Bids and Contracts. Such notice shall be submitted in writing and include the signature of the Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

RFP 060311

H. VALUE ADDED ATTRIBUTES. PRODUCTS/SERVICES

3.22 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be “Value Added Services” for products where a typical buyer may not have the ability to perform these functions.

3.23 Where to document Value Added Attributes: The opportunity to indicate value added dimensions and such advancements will be available in the Proposer’s Questionnaire and Proposer’s product and service submittal and must be tabbed under Tab 5.

3.24 Value added products/services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES, and advances to provide products/services, supplies meeting and/or exceeding today’s industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the products/services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

3.25 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the purchase of goods and services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide “Credits” to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA. NJPA is committed to facilitating the realization of such “Credits” through certain structuring techniques for transactions resulting from this RFP.

3.26 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the products/services they purchase. Please identify any “Green” characteristics of the goods and services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as “green” and by which certifying agency.

3.27 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream eProcurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

3.28 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

I. CERTIFICATE OF INSURANCE

3.29 Proposer shall procure and maintain insurance which shall protect the Proposer and NJPA (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein. The Proposer shall procure and maintain the insurance policies described below at the Proposer’s own expense and shall furnish to NJPA an insurance certificate listing the NJPA as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Proposer includes contractual liability coverage applicable to this Contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number

RFP 060311

and signature of the authorized agent; name of the insurance company (authorized to operate in all fifty United States); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to the NJPA.

3.30 Proposer is required to maintain the following insurance coverage's during the term of the NJPA Contract:

(1) Workers Compensation Insurance (Occurrence) with the following minimum coverage's: Bodily injury by accident--per employee \$100,000; Bodily injury by disease--per employee \$100,000; Policy limits \$500,000. In addition, Proposer shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage's: Bodily injury by accident--per employee \$100,000; Bodily injury by disease--per employee \$100,000; Policy limits \$500,000.

(2) Commercial General Liability Policy per occurrence \$1,000,000.

(3) Business Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Proposer or Proposer's personnel in the performance of this Contract. The Business Automobile Policy shall have a per occurrence limit of \$1,000,000.

3.31 The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to NJPA. Certificates of Insurance showing such coverage to be in force shall be filed with NJPA prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business nationally and shall be with companies acceptable to NJPA, which must have a minimum AM Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

3.32 Within ten (10) days of contract award, the Proposer must provide NJPA with two (2) Certificates of Insurance. Certificates must reference NJPA RFP 060311 by number.

J. ORDER PROCESS AND/OR FUNDS FLOW

3.33 Please propose an order process and funds flow in Tab 6 for your proposal. Please choose from one of the following:

3.33.1 B-TO-G: The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP.

3.33.3 Other: Please fully identify.

K. ADMINISTRATIVE FEES

3.34 Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

3.34.1 Calculated as a percentage of the dollar volume of all products/services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction, and

3.34.2 Included in, and not added to, the pricing included in Proposer's Response to this RFP, and

3.34.3 Set based on the anticipated costs of NJPA's involvement in facilitating the establishment, Vendor training, and the order/product/funds flow of the Contract resulting from this RFP.

3.34.3.1 Typical administrative fees for a B-TO-G order process and funds flow is 2.0%.

RFP 060311

3.35 The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer's Questionnaire, and submitted in Tab 9 of your response.

4. PRICING STRATEGIES

4.1 NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of products/services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.

4.2 RFP is an "Indefinite Quantity Product/Service Price Request" with potential national sales distribution and service. Proposers are agreeing to fulfill Contract obligations regarding each product/service to which you provide a description and a price. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be tabbed and organized under Tab 9, and copied on a CD along with other requested information as a part of a Proposer's Response.

4.3 Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the products/services and being supplied must always be disclosed at the time of purchase.

4.4 Primary Pricing/Secondary Pricing Strategies- All Proposers will be required to submit "Primary Pricing" in the form of "Index and Multiplier Pricing," "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies including "Hot List," "Sourced Goods," and "Volume Discounts," as well as financing options such as leasing.

A. LINE-ITEM PRICING

4.5 Line-Item pricing- A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products and/or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products and prices are individually identified, however Proposers with a large number of products to propose may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense.

4.6 Unit Pricing: Unit Pricing is a line-item technique of pricing for services including the related materials for those services on a unitized basis. The unitized basis may be per quantitative measure such as per square foot, per lineal foot or per occurrence. As an example (not necessarily related to the scope of this RFP), sheetrock may be line item priced as a product only, delivered to the end users location, AND unit priced delivered and installed at that end users location. The sheetrock, hung and taped, is a logical combination of product and service and could be priced per square foot. Whether pricing services, or logical combinations of products and services, pricing per unit of product and services must be quoted (i.e. cost per square foot of sheetrock hung and taped).

4.7 All Line-Item Pricing items must be numbered, organized, sectioned, including SKU's (when applicable) and easily understood by the Proposal Review Committee and members.

4.8 Line-Item Pricing items are to be submitted in an Excel spreadsheet format and are to include all appropriate identification information necessary to discern the line item from other line items in each Proposer's proposal.

4.9 The purpose for the excel spreadsheet format for Line-Item Pricing is to be able to use the "Find" function to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products and services.

RFP 060311

4.10 All products and services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

4.11 Proposers are asked to provide both a “List” price as well as a “Proposed Contract Price” in their pricing matrix. “List” price will be the standard “quantity of one” price currently available to government and educational customers excluding cooperative and volume discounts

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

4.12 Percent Discount From Catalog, list or Category Pricing- A specific percentage discount from a “Catalogue or List Price” defined as a published manufacturers list, or catalog price for the products or services being proposed.

4.12.1 Catalogue or List Price means the price included in a catalogue, price List, schedule, or other form that:

- (a) is regularly maintained by a manufacturer or contractor;
- (b) is either published or otherwise available for inspection by customers, and
- (c) states prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the supplies or services involved,

4.13 Individualized percentage discounts can be applied individually to any number of defined product groupings. Product groupings can be defined by manufacturer, product type, or other factor as long as the Proposer sufficiently defines those product groupings

4.14 A Percentage Discount from Catalog or Category Pricing offered by the Proposer is acceptable if the products and equipment are far too numerous to name and price individually.

4.15 A Percentage Discount from Catalog or Category Pricing identifies a percentage discount to be applied to a “Catalogue or List” for products from one or more published catalogs. The “Base Price” will be the price generally applicable to government and education customers absent the discounts contemplated herein. The catalog may be published by the Proposer or by the Proposer’s supplier.

4.16 When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current “Base or List Pricing” with NJPA both in their proposal and throughout the term of any Contract resulting from this RFP.

4.17 NJPA reserves the right to review catalogs submitted to determine if the represented products and services reflect the scope of this bid. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs may result in termination for convenience. New price lists or catalogs found to be offering non-contract items during the Contract may be grounds for terminating the Contract for convenience. New optional accessories for equipment may be added to the Contract at the time they become available.

C. HOT LIST PRICING

4.18 Where applicable, NJPA also invites the Vendor, at their option, to offer a specific selection of products/services, defined as a Hot List Pricing, at greater discounts than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted in hard copy as well as electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Providing a “Hot List” of products/services is optional. Products/services may be added or removed from the “Hot List” at any time provided that current “Hot List” prices are provided to NJPA at

RFP 060311

all times.

4.19 Hot List pricing when applicable may also be used to discount and liquidate close-out and discontinued products/services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

4.20 Hot List Pricing is allowed to change at the discretion of the Vendor within the definition of Hot List Pricing. The Vendor is responsible to maintain current Hot List product/service descriptions and Pricing with NJPA.

D. CEILING PRICE

4.21 Proposal pricing is to be established as a ceiling price. At no time may the proposed products/services be offered pursuant to this Contract at prices above this ceiling price without approval by NJPA. Prices may be reduced to allow for volume considerations and to meet the specific and unique needs of an NJPA Member.

4.22 Allowable specific needs may include certain purchase volume considerations or the creation of custom programs based on the individual needs of NJPA Members.

E. VOLUME PRICE DISCOUNTS

4.23 Proposers are free to offer volume discounts from the quantity-of-one pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

4.24 Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations and provided the same manufacturer support is available to the Vendor.

4.25 All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor's suppliers.

F. SOURCED GOODS

4.26 NJPA and NJPA Members may, from time to time, request goods and/or products/services within the scope of this RFP which are not included in an awarded Vendor's line-item product /service listing or "list or catalog" known as Sourced Goods.

4.27 An awarded Vendor resulting from this RFP may "Source" these products/services for NJPA or NJPA Member to the extent they:

4.27.1 Include in their bid response a cost-plus-percentage-of-cost pricing factor for such Sourced goods and services, and

4.27.2 Provide as many quotes for the Member's "Total Cost of Acquisition" for the goods and services to be sourced as may reasonably be required by NJPA Member.

4.27.3 Provide "Sourced Goods" only to the extent that they are incidental to the total transaction being contemplated.

G. COST PLUS A PERCENTAGE OF COST

RFP 060311

4.28 Except as provided in “Sourced Goods” above, cost plus a percentage of cost as a primary pricing mechanism is not desirable.

H. TOTAL COST OF ACQUISITION

4.20 The Total Cost of Acquisition for the products/services being proposed, including those payable by NJPA Members to either the Proposer or a third party, shall be disclosed in the Proposer’s Response including but not limited to:

- The capitalized cost of the listed products/services being proposed,
- The cost of accessories, alterations, and customizations typically incurred in the acquisition of the products/services being proposed.
- The cost of delivery, setup and installation (where applicable) of the products/services and any accessories being proposed.
- Other costs, where applicable, typically associated with the purchase, delivery, set-up, and installation of the products/services being proposed and making it operational at the purchaser’s site.

4.30 The Total Cost of Acquisition is to be stated “As Proposed.” As an example, a materials only proposal, or portions of proposals, must include the total cost of acquisition for those materials delivered. In contrast, the Total Cost of Acquisition for a turn-key proposal must include the total costs to be incurred in the process of delivering that combination of products/services.

I. REQUESTING PRODUCT AND SERVICE ADDITIONS/DELETIONS

4.31 Requests for product, service, and price additions, deletions, or changes must be made in written form and shall be subject to approval by NJPA.

4.32 New products/services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those products/services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new products/services generally include new updated models of products/services and or enhanced services previously offered which could reflect new technology and improved functionality.

4.33 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

4.34 NJPA’s due diligence in analyzing any request for change is to determine if approval of the request is 1) within the scope of the original RFP, and 2) in the “Best Interests of NJPA and NJPA Members.” We are looking for consistent pricing and delivery mechanisms and an understanding of what value the proposal brings to NJPA and NJPA Members.

4.35 Documenting the “Best Interests of NJPA and NJPA Members” when out-dated equipment is being deleted is fairly straight forward since the product is no longer available and not relevant to the procurement Contract.

4.36 Requests must be in the form of 1) a cover letter to NJPA a) asking to add the product line, b) making a general statement identifying how the products to be added are within the scope of the original RFP, and c) making a general statement identifying that, if appropriate, the pricing is consistent with the existing Contract pricing and 2) the detail as to what is being added at what price will then be an attachment to that cover letter.

4.37 NJPA’s intent here is to encourage Proposers to provide and document NJPA’s due diligence in a clear and concise one page format on which we can stamp and sign our acknowledgment and acceptance.

RFP 060311

This information must ultimately come from Proposers, and NJPA is requiring it in this format.

J. REQUESTING PRICING CHANGES

4.38 Price Decreases: Requests for standard Contract price decrease adjustments (percentage discount increases) are encouraged and will be allowed at any time based on market place efficiencies, market place competitiveness, improved technologies and/or improved methods of delivery or if Vendor engages in innovative procurement practices such as strategic sourcing, aggregate and volume purchasing. NJPA expects Vendors to propose their very best prices and anticipates price reductions due to the advancement of technologies and market place efficiencies. Documenting the “Best Interests of NJPA and NJPA Members” is pretty easy when we are documenting price reductions.

4.39 Price increases: Requests for standard contract price increases (or the inclusion of new generation products/services/services at higher prices) can be made at any time. These requests will again be evaluated by NJPA based on the best interests of NJPA and NJPA Members. As an example, typically acceptable requests for price increases for existing products/services may cite increases to the Vendor of input costs such as petroleum or other applicable commodities. Typically acceptable requests for price increases for new products/services enhance or improve on the current solutions currently offered as well as cite increases in utility of the new compared to the old. Vendors are requested to reasonably document the claims cited in their requests. Your written request for a price increase, therefore, is an exercise in describing what you need, and a justification for why you need it in sufficient detail for NJPA to deem such change to be in the best interests of our self and our Members.

4.40 Price Change Request Format: An awarded Proposer will use the format of a cover letter requesting price increases in general terms (a 5% increase in product line X) and stating their justification for that price increase (due to the recent increase in petroleum costs) by product category. Specific details for the requested price change must be attached to the request letter identifying product/services where appropriate, both current and proposed pricing. Attachments such as letters from suppliers announcing price increases are appropriate for documenting your requests here.

K. PRICE AND PRODUCT CHANGES FORMAT

4.41 NJPA’s due diligence regarding product and price change requests is to consider the reasonableness of the request and document consideration on behalf of our members. We would appreciate it if you would send the following documentation to request a pricing change:

4.41.1 A cover letter:

a. Please address the following subjects in your cover letter:

i. What product/service prices are changing?

ii. How much are the prices changing?

iii. Why are the prices changing?

iv. Any additions or deletions from the previous product list and the reason for the changes.

b. The specifics of the product/services and price changes will be listed in the excel spreadsheets identified below. Please take a more general “Disclosure” approach to identifying changes in the cover letter.

i. If appropriate, **for example**, state, “All paper products/services increased 5 % in price due to transportation costs.”

ii. If appropriate, for instance, state, “The 6400 series floor polisher added to the product list is the new model replacing the 5400 series. The 6400’s 3% price increase reflects the rate of inflation over the past year. The 5400 series is now included in the “Hot List” at a 20% discount from previous pricing until remaining inventory is liquidated.”

4.41.2 An excel spreadsheet identifying all products/services being offered and their pricing.

RFP 060311

Each subsequent pricing update will be saved using the naming convention of “[Vendor Name] pricing effective XX/XX/XXXX.”

- a. Include all products/services regardless of whether their prices have changed. By observing this convention we will:
 - i. Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.
 - ii. Create a historical record of pricing.

L. SINGLE STATEMENT OF PRICING/HISTORICAL RECORD OF PRICING

4.42 Initially; and with each request for product addition, deletion, and pricing change; all products/services and services available, and the prices for those products/services and services will be stated in an Excel workbook. The request for price changes described above will serve as the documentation for those requested changes. Each complete pricing list will be identified by its “Effective Date.” Each successive price listing identified by its “Effective Date” will create a “Product and Price History” for the Contract.

4.43 Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

4.44 All products/services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each “Pricing” sheet created as a result of each request for product, service, or pricing change.

4.45 Each subsequent “Single Statement of Product and Pricing” will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP.

M. PAYMENT TERMS

4.46 Payment terms will be defined by the Proposer in the Proposer’s Response. Proposers are encouraged to offer payment terms through P Card services.

4.47 Leasing- If available, identify any leasing programs available to NJPA and NJPA Members as part of your proposed. Proposers should submit an example of the lease agreement to be used. Proposers should identify:

- General leasing terms such as:
 - The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and
 - The index rate being adjusted; and
 - The “Purchase Option” at lease maturity (\$1, or fair market value); and
 - The available term in months of lease(s) available.
- Leasing company information such as:
 - The name and address of the leasing company; and
 - Any ownership, common ownership, or control between the Proposer and the Leasing Company

N. SALES TAX

4.48 Sales and other taxes, where applicable, shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to Vendor. When ordering, if applicable, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

RFP 060311

O. SHIPPING AND SHIPPING PROGRAM

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

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

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

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

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

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

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

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

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

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

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

RFP 060311

4.60 Throughout the term of the Contract, Proposer agrees to pay for return shipment on goods that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged goods.

4.61 Unless contrary to other parts of this solicitation, if the goods or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

P. NORMAL WORKING HOURS

4.62 Prices quoted are for products/services delivered during normal business hours. Normal Business hours will be as specifically defined herein, defined through industry standards OR defined through statement contained in the purchase/work order issued pursuant to a Contract resulting from this RFP.

5. MARKETING PLAN

5.1 Internal Marketing Plan: An award of Contract resulting from this RFP is an opportunity for the awarded contractor to pursue commerce with, and deliver value to NJPA and NJPA Members nationwide. An award of Contract is not an opportunity to see how much business NJPA can drive to an awarded Vendor's door. Your internal marketing plan should serve to:

5.1.1 Identify the appropriate levels of sales management whom will need to understand the value of, and the internal procedures necessary to deliver this Contract opportunity to NJPA and NJPA Members through your sales force.

5.1.2 Identify, in general, your national foot print and dedicated feet-on-the-street sales force that will be carrying this Contract message and opportunity in the field to NJPA Members. Outline the sale force in terms of numbers and geographic distribution.

5.1.2.1 Identify whether your sales force are employees or independent contractors.

5.1.3 Identify your plan for delivering training to these individuals.

5.1.3.1 Will you have your sales force gathered at national or regional events in the near future? Does your sales force have the ability to participate in webinar or webcast events?

5.1.3.2 NJPA is prepared to provide our personnel in your location for sales training and/or on a webinar or webcast where sufficient efficiencies can be shown in reaching the appropriate groups within your employee base, and sufficient numbers of personnel trained.

5.1.4 Identify your personnel involved in training.

5.1.4.1 NJPA can provide personnel to deliver training regarding the Contract itself, the authority of NJPA to offer the Contract vehicle to its Members, the value the Contract vehicle delivers to NJPA and NJPA Members, the scope of NJPA Membership, and the authority of NJPA Members to utilize our procurement contracts.

5.1.4.2 Your personnel will be needed to provide training regarding employee compensation and internal procedures when delivering the Contract opportunity, and how this Contract purchasing opportunity relates with other such opportunities available.

5.2 Success in marketing is dependent upon 1) the delivery of value as defined in section 1.4, 2) the delivery of knowledge of the program and its proper use and utility, and 3) the delivery of opportunity and reward which creates a personal commitment to the program. NJPA desires a marketing plan that:

RFP 060311

5.2.1 identifies the value delivered in a competitively proposed national cooperative procurement contract by relieving both the NJPA Member and the Vendor/Vendor's sales staff of the responsibility for bringing and answering many similar and individual RFP's; and

5.2.2 identifies the appropriate Vendor personnel from both management and sales staff's who will be trained on the use and utility of such a contract and a general schedule of when and how those individuals will be trained; and

5.2.3 identifies in general how the reward system for the marketing, delivery, and service chain of the Vendor will be affected by the implementation of the proposed Contract and how that will be proposed to those individuals in terms of the value created for them and their departments in 5.1.1 above.

5.3 External Marketing Plan: NJPA is seeking the ability to serve all our current and potential members nationwide. The Proposer must demonstrate the ability to both market and service their products/services/services nationwide. Please demonstrate your sales and service force contains sufficient people in sufficient proximities, to receive the knowledge, opportunity, and reward in order to make a personal commitment to serving NJPA and NJPA Members nationwide.

5.4 The Proposer must exhibit the willingness and ability to develop marketing materials and participate in marketing venues such as:

5.4.1 Printed Marketing Materials. Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logos, identifying the Vendor, the Vendor's general utility for NJPA and NJPA Members, and contact information to be used by NJPA and NJPA Members in a full page, half page, and quarter page formats. These advertisements will be used in the NJPA Catalog and publications.

5.4.2 Press releases and advertisements. Proposer will identify a marketing plan identifying their anticipated press releases, contract announcements, advertisements in industry periodicals, or other direct or indirect marketing activities.

5.4.3 Proposer's Website. Proposer will identify how an Awarded Contract will be displayed on the Proposer's website. An on-line shopping experience for NJPA and NJPA Members is desired when applicable and will be viewed as a value-added attribute to a Proposer's Response.

5.4.4 Trade Shows. Proposer will outline their proposed involvement in the promotion of a Contract resulting from this RFP through trade shows. Vendors are encouraged to identify trade-show, and other appropriate venues, for the promotion of any such Contract. Vendors are strongly encouraged to participate in cooperation with NJPA at the following NJPA embraced trade shows:

NAFA	National Association of Fleet Administrators
GFX	Government Fleet Expo
APWA	American Public Works Association
NIGP	National Institute of Government Purchasing

5.5 Proposer must also work in cooperation with NJPA to develop a marketing strategy and provide avenues to equally market and drive sales through the Contract and program to all NJPA Members nationally. Awarded Vendor agrees to actively market in cooperation with NJPA all available products/services to current and potential NJPA Members. NJPA reserves the right to deem a proposer

RFP 060311

non-responsive or to waive an award based on an unacceptable marketing plan.

5.6 As a part of this response, submit a complete Marketing Plan on how you would help NJPA rollout this program to current and potential NJPA Members. NJPA requires the Vendor actively promote the Contract in cooperation with the NJPA. Vendors are advised to consider marketing efforts in the areas of 1) Website Link from Vendors website to NJPA's website, 2) Attendance and participation with a display booth at national trade shows as agreed upon/required by NJPA, and 3) Sales team and sales training programs involving both Vendor sales management and NJPA staff. NJPA requires awarded Vendors to offer the NJPA Contract opportunity to all current and qualified NJPA Members.

5.7 Facilitating NJPA Membership: Proposer should express their commitment to determine the membership status of their customers whom are eligible for NJPA Membership, AND their commitment to establishing that membership.

5.7.1 Membership information: Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA to appropriately facilitate membership and certain marketing activities as agreed to by NJPA and an Awarded contractor.

6. PROPOSAL OPENING PROCEDURE

6.1 Sealed and properly identified Proposer's Responses for this RFP entitled "**HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES**" will be received by Gregg Meierhofer, Manager of Bids and Contracts, at NJPA Offices, 200 First Street NE, Staples, MN 56479 until the deadline for receipt of, and bid opening identified on page one of this RFP. The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Review Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Gregg Meierhofer 200 1st Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify "**HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES**" To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

7. EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

7.1 NJPA will use a 1,000 Point Evaluation System to help determine the best overall Proposer(s) selection. Bonus points may be available for specific proposal characteristics identified such as "Green Product Certifications."

7.2 NJPA reserves the right to use a "Cost Scoring Evaluation" through a product comparison process of like products/services. This process will establish points for submitted price levels. See Cost Scoring Evaluation.

7.3 NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. The total possible score is 1,000 points. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities.

7.4 To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the

RFP 060311

criteria set forth under “Proposer Responsiveness.”

7.5 Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal Review Committee.

7.6 The procurement activities of the NJPA Proposal Review Committee are limited to document preparation, answering Proposer questions, advertising the solicitation, distribution of this RFP upon request, conducting an evaluation and making recommendation for possible approval to NJPA Board of Directors.

B. PROPOSER RESPONSIVENESS

7.7 Proposer’s Responses received after the deadline for submission will be invalid and returned to the Potential Proposer unopened.

7.8 An essential part of the proposal evaluation process is an evaluation to qualify the Proposer being considered. All proposals must contain answers or responses to the information requested in the proposal forms. Any Proposer failing to provide the required documentation may be considered non-responsive.

7.9 Deviations or exceptions stipulated in Proposer’s Response may result in the proposal being classified as non responsive.

7.10 To qualify for evaluation, a proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document. A proposal must reasonably and substantially conform to all the terms and conditions in the solicitation to be considered responsive.

7.11 The Proposal Review Committee shall utilize the following criteria to evaluate all proposals received. Items 1-4 constitute the test for “Level One Responsiveness” and are determined on the proposal opening date. “Level 2” responsiveness is determined through the evaluation of the remaining items listed below. These items are not arranged in order of importance and each item may encompass multiple areas of information requested.

1. The proposal response is received prior to the deadline for submission.
2. The proposal package was properly addressed and identified as a sealed bid with a specific opening date and time.
3. The proposal response contains the required certificate of liability insurance.
4. The proposal response contains original signatures on all documents requiring such.
5. Response’s conformance to terms and conditions as described in the solicitation, including documentation.
6. Possesses qualifications as a responding Proposer that meets or exceeds those set within the solicitation.
7. Information from references and past performance information including past member approval.
8. Demonstrates that they offer the most current industry standard products/services and/or services.
9. Demonstrates financial stability and a favorable banking line of credit.
10. Demonstrates their products/services and/or services proposed meet and/or exceed industry standards accepted by educational or governmental institutions.
11. Has demonstrated market place success and their past performance exhibit an acceptable reputation.
12. Demonstrates the company possesses the background, knowledge, capacity, and ability to sell, deliver, and support products/services offered to Members.
13. Has provided documentation defining, outlining, and describing their concept of a national marketing program they will be implementing to facilitate and coordinate the cooperative

RFP 060311

activities required by an awarded Contract.

14. Has provided all of the required and applicable documentation required i.e. insurance certificates, licenses, and/or registration certificates required to do business nationally.
15. Line-Item Pricing, in approved excel format, listing of all of the proposed products/services and warranty provisions with their associated units of costs.
16. Core List selection of products/services in Line-Item Pricing format
17. Hot List Pricing products/services in a Line-Item Pricing format (where applicable).
18. Contract Pricing submitted as requested to include core list or products/services, Line-Item Pricing and/or Percentage Discount from published gov/ed price list or Catalog.

C. PROPOSAL EVALUATION CRITERIA

7.12 If a manufacturer or supplier chooses not to produce or supply goods and services to meet the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

7.13 Consideration will be given in the award based on the completion and degree of information provided regarding available products, equipment, and accessories, as well as, applicable parts of the Proposer Information and Questionnaire.

7.14 The fact a manufacturer or supplier chooses not to produce or provide equipment products or services to meet the intent and scope of this RFP will not be considered sufficient cause to adjudge this RFP as restrictive.

7.15 The Proposer is required to have extensive knowledge and at least three (3) years experience with the related activities surrounding the selling of the equipment, service or related products offered.

7.16 NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

7.17 Consideration will be given in the proposal evaluation based upon the selection, variety, technological advances, and demonstrated quality of products submitted, technological advances, and pricing. The ability of the Proposer to communicate the value of these factors and to demonstrate how the depth and breadth of their product and service offerings provide NJPA and NJPA Members with a sole source of responsibility within the scope of this RFP will be positively reviewed.

7.18 Consideration will also be given to proposals demonstrating technological advances, provide increased efficiencies, expanded service and other related improvements beyond today's NJPA member's needs and applicable standards.

7.19 Strong consideration will be given to a Proposer's past performance, distribution model, and the demonstration their ability to effectively market and service NJPA Membership nationally.

7.20 Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately one of the factors taken into consideration in evaluation and award.

7.21 Evaluation of a Proposer's Responses will take into consideration as a minimum response but not necessarily limited to the following:

1. Adherence to all requirements of this RFP as defined by industry standards.
2. Prior knowledge of and experience with a Proposer in terms of past performance and market place success.
3. Capability of meeting or exceeding current and future needs or requirements of NJPA and NJPA Members.
4. Evaluation of Proposer's ability to market to and provide service to all NJPA Members nationally.

RFP 060311

5. Financial condition of the Proposer.
6. Nature and extent of company data furnished in Proposer's Response.
7. Quality of products, equipment, and services offered including value added related services.
8. History of member service to NJPA type customers.
9. Overall ability to perform sales, solutions and contract support as submitted.
10. Ability to meet service and warranty needs.
11. History of meeting shipping and delivery expectations of contracted products/ services.
12. Technology advancements and related provisions.
13. Ability to market and promote the Contract within current business practices.
14. Willingness to develop and enter into NJPA Contract and business relations.
15. Favorable bond rating and applicable industry standard licensing ability.
16. Past market place successes and brand recognition.
17. Demonstrated warranty and product/service responsibility.

7.22 The Proposer's ability to follow the proposal preparation instructions set forth in this solicitation will also be considered to be an indicator of the Proposer's ability to follow other future instructions should they receive an award as a result of this solicitation. Any Contract between NJPA and a Proposer requires the delivery of information and data. The quality of organization and writing reflected in the proposal will be considered an indication of the quality of organization and writing which would be prevalent if a Contract was awarded. As a result, the proposal will be evaluated as a sample of data submission.

7.23 Proposer's Financial Statements- The Proposer's financial statements are requested and reviewed to get a general feel for the size, strength, and probable scope of the Proposer.

7.24 NJPA reserves the right to reject the Proposer's Response of the apparent successful Proposer where the available evidence or information does not exhibit the ability or intent to satisfy NJPA that the potential Vendor is unable to properly carry out the terms of this RFP and potential Contract.

7.25 NJPA shall reserve the right to reject any or all proposals. NJPA also reserves the right to reject a proposal not accompanied by required certificate of insurance, other data required by this RFP, or if a Proposer's Response is incomplete or irregular. The NJPA shall reject all proposals where there has been collusion among the Proposers.

7.26 Overall Evaluation (FORM G) - The NJPA Proposal Review Committee will evaluate proposal received based on a 1,000 point evaluation system. The Committee will establish both the evaluation criteria and designate the relative importance of those criteria by assigning possible scores for each category.

7.27 Bonus Evaluation Points- Bonus evaluation points may be awarded by the NJPA Proposal Review Committee based on criteria identified as being both "optional" and "having additional value"

D. COST SCORING EVALUATION

7.28 NJPA reserves the right to use this process in the event the evaluation committee feels it is necessary to make a final determination.

7.29 This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) products/services may be selected by the NJPA proposal Review Committee and the unit cost will be used as a basis for determining the point value. The "Market Basket:" will be selected by NJPA from all product categories as determined appropriate by NJPA. The low priced Proposer will receive the full point value and all other Proposers will receive points as follows: Lowest price Proposal = 5 (where there are five proposers), and inferior proposals = 4, 3, 2, 1 points each. The Total Score for each proposer will be the sum of all points earned. The result of this process shall not be the sole determination for award.

RFP 060311

E. PRODUCT TESTING

7.30 NJPA reserves the right to request and test products/services and/or services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer's resources, personnel, and organization within three (3) days.

F. PAST PERFORMANCE INFORMATION

7.31 Past performance information is relevant information regarding a Proposer's actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer's record of conforming to specifications and standards of good workmanship. The Proposer's history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, Past Performance Information can be defined as the Proposer's businesslike concern for the interests of the NJPA Member.

G. WAIVER OF FORMALITIES

7.32 NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

8. POST AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

8.1 Purchase Order- Purchase Orders for goods and services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXXX." A Purchase Order is an offer to purchase goods and services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

8.2 Governing Law- Purchase Orders, as identified above, shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either part the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

8.3 Additional Terms and Conditions- Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to, among other things; formerly introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose and intent of this RFP.

8.4 Asset Management Contracts: Asset Management type contracts can be initiated pursuant to a Contract resulting from this RFP at any time during the term of said Contract. The establishment of such Asset Management Contracts cannot exceed the authorized term of a Contract resulting from this RFP; however the Asset Management Contract term may extend beyond the maturity date of a Contract resulting from this RFP.

RFP 060311

8.5 Specialized Service Requirements- In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, stand alone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified in this Contract.

8.6 Performance Bond- At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for goods and services. If a purchase order is cancelled for lack of a required performance bond, it shall be the recommendation of NJPA that pending Purchase Orders with all NJPA Members be considered for cancellation. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

B. NJPA MEMBER SIGN-UP PROCEDURE

8.7 Awarded Vendors will be responsible for familiarizing their sales and service forces with the various forms of NJPA Membership documentation and shall encourage and assist potential Members in establishing Membership

C. REPORTING OF SALE ACTIVITY

8.8 A report of the total gross dollar volume of all products/services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will be developed by NJPA in cooperation with the Vendor to include, but not limited to, name and address of purchasing agency, amount of purchase, and a description of the items purchased.

D. AUDITS

8.9 During the Term, Vendor will, upon not less than fourteen (14) business days' prior written request, make available to NJPA no more than once per calendar year, at Vendor's corporate offices, during normal business hours, the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and payments made by NJPA members for all products/services purchased under this Contract. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Vendor shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged hereunder of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

E. HUB PARTNER

8.10 Hub Partner: When Applicable, NJPA Members may, from time to time, request a Vendor resulting from this RFP to serve them through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which the individual NJPA Member deems to be applicable in their jurisdiction.

RFP 060311

An Awarded Vendor resulting from this RFP may reject such a request provided they provide written notice of that rejection.

8.11 Hub Partner Fees: Fees, costs, or expenses levied upon the NJPA Member OR the Vendor for the services provided by the Hub Partner in the transaction provide that:

8.11.1 The NJPA Member be notified by the Vendor that additional charges may apply; and

8.11.2 The Vendor document the transaction to be “Executed for the Benefit of [NJPA Member Name]” on the face of all transactional and warranty documentation.

F. TRADE-INS

8.12 Where Appropriate, the value in US Dollars, of Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified “Trade-In” value shall be credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration to that purchase order.

G. OUT OF STOCK NOTIFICATION

8.13 Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest equivalent substitute(s).

- The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order.
- Under no circumstance is Proposer permitted to make unauthorized substitutions.
- Unfilled or substituted item(s) shall be indicated on the packing list.

H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

8.14 NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure according to the steps in the procedure in this Cancellation Section. Some examples of material breach are the following:

- The Vendor provides material that does not meet reasonable quality standards and is not remedied under the warranty;
- The Vendor fails to ship the products or provide the services within a reasonable amount of time;
- NJPA has reason to believe the Vendor will not or cannot perform to the requirements of the Contract and issues a request for assurance as described herein and Vendor fails to respond;
- The Vendor fails to observe any of the material terms and conditions of the Contract; and/or,
- The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.
- The Vendor fails to report quarterly sales volume;
- The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA.

8.15 Each party shall follow the below procedure if the Contract is to be terminated for violations or non-performance issues:

Step 1: Issue a warning letter outlining the violations and/or non-performance and state the length of time (10 days) to provide a response and correct the problem(s) if reasonably possible in such time frame.

Step 2: Issue a letter of intent to cancel Contract, if the problem(s) is not resolved within fifty (50)

RFP 060311

days.

Step 3: Issue letter to cancel Contract for cause.

8.16 Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section.

8.17 Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

8.18 NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Prior to commencing services under this Contract, the Proposer/Vendor must furnish NJPA certification from insurer(s) proving level of coverage usual and customary to the specific industry. The coverage is to be maintained in full effect during the Contract period. Vendor must be willing to provide, upon request, certification of insurance to any NJPA member or member using this Contract.

8.19 Either party may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

8.20 NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

8.21 Events of Automatic termination to include:

- Vendor's or NJPA's voluntary or involuntary bankruptcy or insolvency;
- Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,
- Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

9. GENERAL TERMS AND CONDITIONS

A. ADVERTISEMENT OF RFP

9.1 As a policy, NJPA shall advertise this solicitation 1) for two consecutive weeks in both the print and on-line editions of the MINNEAPOLIS STAR TRIBUNE, 2) it shall be placed on a national wire service by the MINNEAPOLIS STAR TRIBUNE, 3) it shall be posted on NJPA's website, 4) it shall be posted to the website of "Noticetobidders.com," and 5) it shall be posted to other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia and Bidsync,

B. ADVERTISING OF A CONTRACT RESULTING FROM THIS RFP

9.2 Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

RFP 060311

C. APPLICABLE LAW

9.3 NJPA Compliance with Minnesota Procurement Law: Contracts awarded through NJPA are intended to meet the procurement laws of all states and NJPA will exhaust all avenues to comply with as many state laws as possible. It is the responsibility of each participating NJPA member to insure to their satisfaction that these laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with proposal regulations. NJPA encourages the awarded Vendor to assist NJPA and the NJPA member in this research to the benefit of all involved.

9.4 Governing Law: All applicable portions of the Minnesota Uniform Commercial Code and all other applicable Minnesota laws shall govern contracts with the National Joint Powers Alliance®. Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota.

9.5 Vendor Compliance with applicable law: Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the sale of the products/services resulting from this RFP. All such laws, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

9.6 Indemnity: Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

9.7 Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

9.8 Patent and Copyright infringement: If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whatsoever on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

D. ASSIGNMENT OF CONTRACT

9.9 No right or interest in this Contract shall be assigned or transferred by the Proposer/Vendor without prior written permission by the NJPA. No delegation of any duty of the Proposer/Vendor shall be made without prior written permission of the NJPA. The NJPA shall notify the members within fifteen (15) days of receipt of written notice by the Vender. After issuance the awarded Contract may be reassigned to a comparable Vendor at the discretion of NJPA.

9.10 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A simple change of name agreement will not change the contractual obligations of the Vendor.

E. PROPOSERS LIST

9.11 NJPA will not maintain or communicate to a proposers list. All interested proposers must respond to the solicitation as a result of one of the methods of proposal advertisements listed above. Because of the scope of the potential Members and national Vendors, NJPA has determined this to be the best method of

RFP 060311

fairly soliciting proposals.

F. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

9.12 The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

G. CONFIDENTIAL INFORMATION

9.13 If a Proposer wishes to withhold any part of its proposal from public inspection, then a statement advising the NJPA of this fact shall accompany the submission. NJPA shall review the statement to determine whether the information shall be withheld. If NJPA determines to disclose the information, the Executive Director of NJPA shall inform the Proposer, in writing, of such determination prior to award of Contract to Proposer.

H. DATA PRIVACY

9.14 Proposer agrees to abide by all applicable STATE and FEDERAL laws and regulations including HIPPA concerning the handling and disclosure of private and confidential information regarding individuals. Proposer agrees to hold NJPA harmless from its unlawful disclosure and/or use of private/confidential information.

I. ENTIRE AGREEMENT

9.15 The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract.

9.16 A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Acceptance and Award Form document (see Form D).

J. FORCE MAJEURE

9.17 Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of products/services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

K. GRATUITIES

9.18 NJPA may cancel this Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Proposer/Vendor or any agent or representative of the Proposer/Vendor, to any employee of the NJPA are deemed to be excessive with a view toward securing a contract or with respect to the performance of this Contract.

RFP 060311

L. HAZARDOUS SUBSTANCES

9.19 Proper Material Safety Data Sheets (MSDS), in compliance with OSHA's Hazard Communication Standard, must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

M. LEGAL REMEDIES

9.20 All claims and controversies between NJPA and Vendor shall be subject to the laws of the State of Minnesota and are to be resolved in Todd County, Minnesota, the county in which NJPA is domiciled.

N. LICENSES

9.21 Proposer/Vendor shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business conducted by the Proposer/Vendor.

9.22 All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered products/services to NJPA and NJPA Members in all states. Documentation of said licenses and authorities, if applicable, is requested.

O. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

9.23 The apparent successful Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors when requested.

9.24 Awarded Vendors under this RFP will be the sole source of responsibility for transactions originating that award. The Awarded Vendor is solely responsible for products/services and services provided by third party sourcing or service providers.

P. NON-WAIVER OF RIGHTS

9.25 No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

Q. PROTESTS OF AWARDS MADE

9.26 Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate state statutes of Minnesota. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) days after the public notice or announcement of the award. No protest shall lie for a claim that the selected Proposer is not a responsible Proposer. A protest must include:

1. The name, address and telephone number of the protester;
2. The original signature of the protester or its representative;
3. Identification of the solicitation by RFP number;
4. Identification of the statute or procedure that is alleged to have been violated;
5. A precise statement of the relevant facts;
6. Identification of the issues to be resolved;
7. The aggrieved party's argument and supporting documentation.

R. PROVISIONS REQUIRED BY LAW

RFP 060311

9.27 Proposer/Vendor agrees in the performance of a Contract resulting from this RFP, it has complied with or will comply with all applicable statutes, laws, regulations, and orders of the United States and any State thereof.

S. PUBLIC RECORD

9.28 All proposals submitted to this invitation shall become the property of the NJPA and will become a matter of public record and available for review subsequent to the award notification. Proposals may be viewed by appointment at the NJPA offices Monday through Friday from 8:30 a.m. to 3:30 p.m.

T. RIGHT TO ASSURANCE

9.29 Whenever one party to this Contract has reason to question the other party's intent to perform, he/she may demand a written assurance of this intent. In the event a demand is made and no written assurance is given, the demanding party may treat this failure as an anticipatory repudiation of the Contract provided, however, in order to be effective, any such demand shall be addressed to the authorized signer for the party from whom the assurance is being sought, and sent via U.S. Postal Service, certified mail, return receipt requested or national overnight delivery service with proof of delivery.

U. SUSPENSION OR DISBARMENT STATUS

9.30 If within the past five (5) years, any firm, business, person or Proposer submitting a proposal has been lawfully precluded from participating in any public procurement activity with a federal, state or local government, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

V. HUMAN RIGHTS CERTIFICATE

9.31 If Proposer is not domiciled in Minnesota and has NOT on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Proposer must provide a statement to that effect.

9.32 If Proposer is not domiciled in Minnesota and has on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Proposer must document their application for a Human Rights Certificate issued by the Minnesota Commissioner of Human Rights. Proposer must also document receipt by the Minnesota Commissioner of Human Rights of that application and the Proposer's affirmative action plan for the employment of minority persons, women, and qualified disabled individuals.

9.33 If Proposer is domiciled in Minnesota and has on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Proposer must provide a copy of their "Certificate of Compliance" from the Commissioner of the Minnesota Department of Human Rights.

W. SEVERABILITY

9.34 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from a Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of a Contract resulting from this RFP.

X. RELATIONSHIP OF PARTIES

RFP 060311

9.35 No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

RFP 060311

PROPOSER QUESTIONNAIRE

Form A

Proposer Name: _____

Questionnaire completed by: _____

Please provide an answer to all questions below and address all requests made in this RFP. Please use the Microsoft Word/Excel document version of this questionnaire to respond to the questions contained herein. Please provide your answer to each question indented below the question. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators.

Company Information

- 1) Why did you respond to this RFP?
- 2) Provide a brief history of your company that includes its goals and philosophy.
- 3) Provide profiles and an organizational chart for key sales and marketing executives of your company that will oversee the implementation and operation of a Contract resulting from this RFP.
- 4) How long has your company been in the **HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES**, industry?
- 5) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products and services being proposed?
 - a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products you are proposing.
 - b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products and services proposed. Are these people your employees, or the employees of a third party?
- 6) For public companies, provide your most recent annual report to shareholders.
- 7) For private companies, provide your most recent year-end financial statements, your bond rating, and/or a credit reference from your bank.
- 8) Provide a discussion of licenses and certifications both required to be held, and actually held by your organization in pursuit of the commerce contemplated by this RFP.
- 9) Provide a discussion of licenses and certifications both required to be held, and actually held by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."

Industry-Marketplace Successes

- 10) List and document recent industry awards and recognition.
- 11) Supply three references/testimonials from customers similar to NJPA Members. Please include the customer's name, contact, and phone number.
- 12) Provide names and addresses of the top five (5) governmental or education customers and dollar volumes from the past year.
- 13) Provide documentation indicating the total dollar volume for each of your sales to government, education, and non-profit agencies for the last three (3) fiscal years.

Proposer's ability to sell and service nationwide.

- 14) Please describe your **sales force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the products/services contemplated in this RFP? a) Are these individuals your employees, or

RFP 060311

are they employees of a third party?

- 15) Please describe your **service force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the products/services contemplated in this RFP? a) Are these individuals your employees, or are they employees of a third party?
- 16) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time commitments.
- 17) Identify any geographic areas or NJPA market segments of the United States you will **NOT** be serving through the proposed contract.
- 18) Identify any of NJPA Member segments you will NOT be serving? (Government, Education, Non-profit)

Marketing Plan

- 19) Describe your training program for both greet-the-public and sales management levels relating to a NJPA award.
- 20) Describe your general marketing program strategy to promote the proposed Contract nationally.
- 21) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. As much as possible, please send marketing materials in electronic format only to save paper.
- 22) Describe your use of technology and the internet to provide marketing and product awareness.
- 23) Describe your perception of NJPA's role in marketing the partnership and your products/services.
- 24) Describe the unique quality of the products/services in your proposal in relationship to others available in the market.

Value Added Attributes

- 25) Describe any training programs available as options for members.
- 26) Describe technological advances your proposal products/services offer.
- 27) Describe your "Green" program as it relates to your company, your products, and your recycling program, including a list of all green products accompanied by the certifying agency for each.
- 28) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations of your organization directly involved in a Contract resulting from this RFP.
- 29) Identify any other unique or custom value added attributes.
- 30) Identify any service contract options included in the proposed price, or offered as a proposed option, for the products or services being offered.
- 31) Identify your ability and willingness to service Canada specifically and internationally in general.
- 32) Describe any unique distribution method employed in your proposal.

Payment Terms and Financing Options

- 33) Identify your payment terms. (Net 30, etc.)
- 34) Identify any applicable leasing or other financing options as defined herein.
- 35) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).

Warranty

- 36) Describe, in detail, your Warranty Program including conditions to qualify, claims procedure, and overall structure.
- 37) Do all warranties cover all material and labor?
- 38) Do warranties impose usage limit restrictions?
- 39) Do warranties cover the technicians travel time to perform warranty repairs?
- 40) Please list any other limitations or circumstances that would not be covered under your warranty.
- 41) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How do NJPA Members in these regions receive warranty work?

Other Cooperative Procurement Contracts Held

- 42) Identify all cooperative governmental procurement contracts which are marketed in more than one state held or utilized by the Proposer.

RFP 060311

- 43) Identify all government or state procurement contracts held or utilized by the Proposer with any State of the United States.
- 44) Identify any GSA Contracts held or utilized by the Proposer.
- 45) If you are awarded the NJPA contract, are there any market segments (e.g., higher education, county governments, etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.

Products/Services and Pricing

- 46) Provide a general narrative description of the products/services and services you are offering in your proposal.
- 47) Provide a general narrative description of your pricing model identifying how the model works (line item and/or percentage discount).
- 48) Propose a strategy, process, and specific method of facilitating “Sourced Goods” solution as defined herein.
- 49) Provide an overall statement of method of pricing for individual line items, catalogs and category pricing with regard to all products/services and being proposed. Provide a SKU number for each item being proposed.
- 50) Provide a list of the NAICS codes for the products/service you are offering.
- 51) Provide a list of the NAICS codes for products/ services you make/deliver which are not included in this offering.
- 52) Provide, if any, your volume rebate programs
- 53) Identify any applicable minimum quantities applicable to your proposal.
- 54) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included “Pricing” submitted with your proposal response. Identify to whom these items are payable and their relationship to Proposer.
- 55) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering.
Prices offered in this proposal are:
 - _____ a. The same as typically offered to an individual municipality or school district.
 - _____ b. The same as typically offered to cooperative procurement organizations or state purchasing departments.
 - _____ c. Better than typically offered to cooperative procurement organizations or state purchasing departments.(Your proposal will be considered “Non-Responsive” if this question is not answered.)
- 56) Do you offer quantity or volume discounts? _____ YES _____ NO Outline guidelines and program.
- 57) Describe your shipping, exchange and return program(s) and policy(s). Also specifically identify those programs as they relate to Alaska and Hawaii.
- 58) Identify the Proposer’s proposal for an administrative fee payable to NJPA for facilitation and promotion of the Contract opportunity invited here. This fee should be calculated as a percentage of Contract sales.

Authorized Signature (Same signature as on Proposal Affidavit Signature and Acceptance Form)

RFP 060311

Form B

PROPOSER INFORMATION

Company Name: _____
Address: _____
City/State/Zip: _____
Phone: _____ Fax: _____
Toll Free Number: _____ E-mail: _____
Web site: _____

VOIDS sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Contract Manager:

Email: _____ Phone: _____

Name: _____ Title: _____
Email: _____ Phone: _____

Name: _____ Title: _____
Email: _____ Phone: _____

Name: _____ Title: _____
Email: _____ Phone: _____

Name: _____ Title: _____
Email: _____ Phone: _____

Name: _____ Title: _____
Email: _____ Phone: _____

Name: _____ Title: _____
Email: _____ Phone: _____

**Proposal Offering
And Acceptance and Award
RFP #060311**

FORM D

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

Proposal Offering (To be completed Only by Proposer)

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

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature (ink only): _____
(Name printed or typed)

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

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

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
(Name printed or typed)

Title: _____ Executive Director NJPA _____

Awarded this _____ day of _____ **Contract Number # 060311**

NJPA Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____ **Contract Number # 060311**

PROPOSER ASSURANCE OF COMPLIANCE

Form E

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any goods and services, all applicable licenses necessary for such delivery, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract, and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition in the letting of the Contract sought for by this RFP, and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract, and
4. Neither I, the Proposer, nor, any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985, and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal, and
6. If awarded a contract, the Proposer will provide the products/services and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation, and
7. The undersigned, being familiar with expectations and specifications request outlined in this RFP under consideration, hereby proposes to deliver through valid service request, Purchase Orders or forms for NJPA Members per this RFP, only new, unused and first quality products/services and services to designated NJPA Members, and
8. The Proposer has carefully checked the accuracy of all items and listed total price per item in this proposal. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment and delivery of services as outlined, and
9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP, and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders, and
11. If Proposer has more than 40 employees in the state in which their principal place of business is located, Proposer

RFP 060311

hereby certifies their compliance with federal affirmative action requirements.

Company Name: _____

Contact Person for Questions: _____ Phone: _____
(Must be individual who is responsible for filling out this Proposer's Response form)

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (typed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ the day of _____, 20 _____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

Form G.

OVERALL EVALUATION AND CRITERIA

In accordance with accepted standards of competitive sealed proposal awards as set forth in the Minnesota Procurement Code, competitive sealed proposals/awards will be made to responsible Proposers whose proposals are determined in writing to be responsive and also be the most advantageous to NJPA and its NJPA Members. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set for "Proposer Responsiveness." A proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document.

Evaluation for: _____

For the Proposed Subject **HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES,**

The evaluation criteria for this solicitation, **not** arranged in order of importance:

	Available Points	Points Awarded
Conformance to terms and conditions to include documentation	75	
Pricing	300	
Industry and Marketplace Successes	50	
Bidder's Ability to Sell and Service Contract Nationally	100	
Bidder's Marketing Plan	75	
Value Added Attributes	75	
Invoicing Payment Terms and Financing Options	25	
Warranty Coverages and Information.	100	
Selection and Variety of Products and Services Offered	200	
Total Points	1000	0
Bonus Points awarded for:		
Bidders "Green" characteristics	50	
Bidders Disadvantaged Business Entity Characteristics	50	

Overall Evaluation Points 1100 0

Proposed

Reviewed by: _____ Its _____

_____ Its _____

FORM H

State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the proposal or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification **BOX A** – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to **BOX B**.

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time). **Proceed to BOX C.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: ___ Date _____

Authorized Signature: _ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101
Web: www.humanrights.state.mn.us

TC Metro: (651) 296-5663
Fax: (651) 296-9042

Toll Free: 800-657-3704
TTY: (651) 296-1283

Form I

State of Minnesota — Immigration Status Certification

By order of the Governor’s Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and

2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: _____

Date: _____

Authorized Signature: _____

Telephone Number: _____

Printed Name: _____

Title: _____

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debaring the contract vendor from state purchasing.

For assistance with the *E-Verify* Program

Contact the National Customer Service Center (NCSC) at 1-800-375-5283 (TTY 1-800-767-1833).

For assistance with this form, contact:

Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155

E-mail: MMDHelp.Line@state.mn.us

Telephone: 651.296.2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

Pre-submission Checklist

- Have you read and understood the RFP?
- Have you attended the Pre-Bid Conference for this RFP?
- Have you completed the questionnaire (Form A) to the best of your ability?
- Have you submitted pricing for all of the goods and services you offer within the scope of this RFP?
- Have you submitted a “Sourced Goods Multiplier?”
- Have you packaged your bid submission identifying conspicuously “Competitive Bid Enclosed, Please hold for public opening XX-XX-XXX”.
- Have you sent your package in sufficient time for physical delivery at 200 1st ST NE Staples, MN 56479 will occur prior to the deadline for delivery?
- Have you submitted original completed and executed forms C,D,E,H, and I from this RFP?
- Have you submitted verification of liability insurance with the coverage and limits required in the RFP?
- Have you provided an electronic copy (saved on a CD or flash drive) of your **entire** proposal including, but not limited to, Forms A,B,C, D,E,H, and I in your proposal?

Addendum 051911

To that certain
RFP#060311
Issued by

The National Joint Powers Alliance®
For the procurement of:

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

Please read this solicitation to include the following:

Question: I notice in several areas of the RFP it instructs to place pieces of information in "Tab 5" or "Tab 6" and so on....where are the Tabs? Otherwise I am following the flow and answering to the forms required. Is this correct?

Answer: We are evolving away from bid responses containing large amounts of paper. Please refer to paragraph 3.8 for format of bid response and disregard references to "Tabs". Form A, which was previously split into multiple "Tabs" for organizational purposes, is now one document submitted on CDs or flash drives without killing numerous trees.

Greg McWhorter 5-19-11

Addendum 060211

To that certain
RFP#060311
Issued by

The National Joint Powers Alliance®
For the procurement of:

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

Please consider this addendum a part of NJPA RFP 012111.

NJPA has elected to extend the due, and opening dates for this Request for Proposals as follows:

- The Due date will be extended from June 2, 2011 at 4:00PM Central TO June 9, 2011 at 4:30PM Central.
- The bid opening date will be extended from June 3, 2011 at 8:00AM Central to June 10, 2011 at 8:00AM Central
- Proposals received prior to June 2, 2011 at 4:00PM Central will be held for opening on June 10, 2011 at 8:00AM Central.

Cress Minkhofer 6-2-11

Proposal Offering
And Acceptance and Award
RFP #060311

FORM D

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

Proposal Offering (To be completed Only by Proposer)

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

Company Name: Altec Industries, Inc. Date: 6/1/2011

Company Address: 210 Inverness Center Drive

City: Birmingham State: AL Zip: 35242

Contact Person: Courtney Meredith Title: Inside Sales Representative

Authorized Signature (ink only): *Courtney Meredith* Courtney Meredith
(Name printed or typed)

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

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

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: *Lane D. Waldahl* Lane D. Waldahl
Title: Board Clerk (Name printed or typed)

Awarded this 19th day of July, 2011 Contract Number # 060311-AII

NJPA Authorized signature: *Todd Lyser* Todd Lyser
Title: EXECUTIVE DIRECTOR (Name printed or typed)

Executed this 20th day of July Contract Number # 060311-AII

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Heavy Construction Equipment

The National Joint Powers Alliance® (NJPA) issues this request for proposal (RFP) to provide HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES, on behalf of ourselves and our Members from government, education, and non-profit agencies located in all 50 states and potentially internationally. Details of this RFP are available beginning April 20, 2011 and continuing until May 11, 2011. Details and specifications may be obtained by letter of request to Gregg Meierhofer, NJPA, 200 First Street Northeast, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until June 2, 2011 at 4:30 p.m. Central Time at the above address and opened June 3, 2011 at 8:00AM Central Time.

Specifications & RFP available: April 20, 2011 - May 11, 2011

To obtain RFP documents:

Send a letter of request to
 National Joint Powers Alliance
 Attn: Gregg Meierhofer
 200 First Street NE Staples, MN 56479
 or by e-mail at RFP@njpacoop.org.

Pre-Bid Conference: TBD

Sealed proposals due: June 2, 2011 at 4:30 p.m.

Proposals will be publicly opened: June 3, 2011 at 8:00 a.m. CST

NJPA reserves the right to reject any and all proposals.

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NJPA Staff	Procurement Process	Student Recognition	Newsletter Request	Contact NJPA
Contact Us	Contract FAQs	Early Childhood Center		
	Become A Vendor	Low Incidence		
		Health & Safety		
		Shared Services		
		Rebates		

496-2012

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 12

County of Boone

} ea.

In the County Commission of said county, on the

11th

day of

October

20

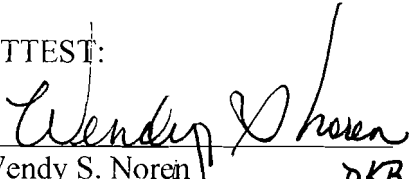
12

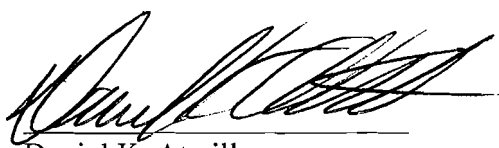
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 43-13SEP12 High Point Lane Bridge Replacement and box culvert repair to Boone Construction Company of Columbia, MO. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

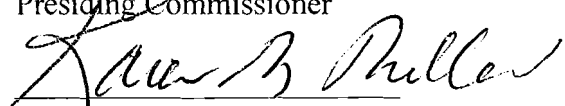
Done this 11th day of October 2012.

ATTEST:

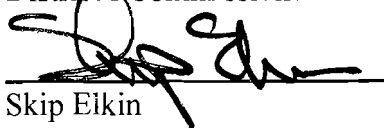

Wendy S. Noren *DKB*
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Eikin
District II Commissioner

STATE OF MISSOURI

County of Boone

} ss.

I,Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

Clerk County Commission

By D.C.

No.

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of

Boone County Purchasing

Amy Robbins
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins, Senior Buyer
DATE: September 20, 2012
RE: 43-13SEP12 – High Point Lane Bridge Replacement and Box Culvert Repair

43-13SEP12 – High Point Lane Bridge Replacement and Box Culvert Repair opened on September 13, 2012, eight bids were received and Resource Management recommends award by low bid to Boone Construction Company of Columbia, MO.

Cost of the contract is \$484,956.75 and will be paid from department 2045– Public Works – Design and Construction, account 71100 – Contractor Costs. \$475,906.00 was estimated for this bid.

cc: Derin Campbell, Resource Management
Jeff McCann, Resource Management
Bid File

COPY

CONTRACT AGREEMENT

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

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

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

**BID NUMBER 43-13SEP12 – High Point Lane Bridge Replacement and Box Culvert Repair
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award is to be in the amount of \$484,956.75.

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

- Notice to Bidders
- Bid Form
- Instructions to Bidders
- Bid Response
- Work Authorization Certification
- Statement of Bidders Qualifications
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidders Acknowledgment
- Insurance Requirements
- Contract Conditions
- Sample Contract Agreement
- *Sample Performance Bond, bonds must be filled out and returned within 15 days of the date of this contract.
- *Sample Labor & Material Payment Bond, the real bonds must be filled out and returned within 15 days of the date of this contract.
- Affidavit - OSHA Requirements
- Affidavit - Prevailing Wage
- General Specifications
- Technical Specifications
- Special Provisions / Project Notes
- State Wage Rates-
- Boone County Standard Terms and Conditions
- Project Plans and/or Details

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 2011", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

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

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

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

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

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

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

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

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for

services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

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

The Owner agrees to pay the Contractor in the amount: \$484,956.75.

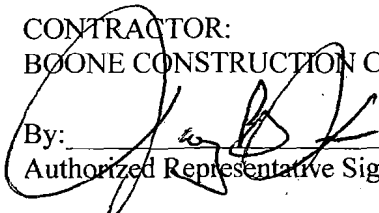
Four Hundred Eighty Four Thousand, Nine Hundred Fifty Six Dollars and Seventy Five Cents (\$484,956.75)

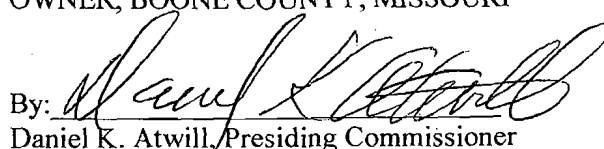
as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

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

CONTRACTOR:
BOONE CONSTRUCTION COMPANY

OWNER, BOONE COUNTY, MISSOURI

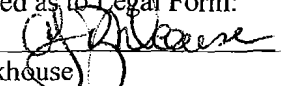
By: 
Authorized Representative Signature

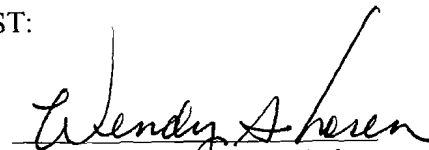

By: 
Daniel K. Atwill, Presiding Commissioner

By: JERRY B. JONES
Authorized Representative Printed Name
Title: PRESIDENT

Approved as to Legal Form:

ATTEST:


CJ Dykhouse
Boone County Counselor


Wendy Noren, County Clerk 

AUDITOR CERTIFICATION

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

2045-71100 - \$484,956.75

Signature Date Appropriation Account

BID FORM
HIGH POINT LANE BRIDGE REPLACEMENT AND BOX CULVERT REPAIR
BID NUMBER: 43-13SEP12

Base Bid

Description	Qty.	Unit	Unit Price	Total
Clearing and Grubbing	0.1	AC	\$ 30,000.00	\$ 3,000.00
Removal of Improvements	1	LS	\$ 4,500.00	\$ 4,500.00
Removal of Bridges (4620005)	1	LS	\$ 27,000.00	\$ 27,000.00
Pavement Transition	144.7	SY	\$ 125.00	\$ 18,087.50
Furnishing Type 2 Rock Blanket	749	CY	\$ 24.25	\$ 18,163.25
Placing Type 2 Rock Blanket	749	CY	\$ 15.75	\$ 11,796.75
Construction Signs	158	SF	\$ 10.00	\$ 1,580.00
Type III Moveable Barricade	2	EA	\$ 150.00	\$ 300.00
Type III Moveable Barricade with Light	2	EA	\$ 200.00	\$ 400.00
Type III Object Marker	4	EA	\$ 100.00	\$ 400.00
Mobilization	1	LS	\$ 24,900.00	\$ 24,900.00
Permanent Erosion Control Geotextile	1264	SY	\$ 2.35	\$ 2,970.40
Contractor Furnished Surveying and Staking	1	LS	\$ 3,000.00	\$ 3,000.00
Structural Steel Piles (12 in.)	450	LF	\$ 45.00	\$ 20,250.00
Pile Point Reinforcement	10	EA	\$ 120.00	\$ 1,200.00
Class B Concrete (Substructure)	40.4	CY	\$ 325.00	\$ 13,130.00
Slab on Steel	302	SY	\$ 250.00	\$ 75,500.00
Corral Rail	286	LF	\$ 77.00	\$ 22,022.00
Fabricated Structural Low Alloy Steel (Plate Girder) A709 Grade 50W	91860	LB	\$ 2.00	\$ 183,720.00
Vertical Drain at End Bents	2	EA	\$ 1,100.00	\$ 2,200.00
Laminated Neoprene Bearing Pad	8	EA	\$ 350.00	\$ 2,800.00
Restoration	1	LS	\$ 3,750.00	\$ 3,750.00
Sediment Removal	1	CY	\$ 45.00	\$ 45.00
Silt Fence	232	LF	\$ 3.00	\$ 696.00
Type II Ditch Check	1	EA	\$ 200.00	\$ 200.00
Excavation	1	LS	\$ 4,000.00	\$ 4,000.00
Granular Fill	1	LS	\$ 11,000.00	\$ 11,000.00
Geotextile	1	LS	\$ 2,250.00	\$ 2,250.00
8" Thick Reinforced Concrete Pavement	1	LS	\$ 13,000.00	\$ 13,000.00
Total of Base Bid				\$472,060.90

Alternate - A

Furnishing Type 2 Rock Blanket	209	CY	\$ 22.50	\$ 4,702.50
Placing Type 2 Rock Blanket	209	CY	\$ 16.00	\$ 3,344.00
Permanent Erosion Control Geotextile	369	SY	\$ 2.15	\$ 793.35
Pipe	191	LF	\$ 16.00	\$ 3,056.00
Connection to Existing Waterline	1	LS	\$ 1,000.00	\$ 1,000.00
Total of Alternate - A				\$12,895.85
Total Base and Alternate - A				\$484,956.75

CONTRACT AGREEMENT

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

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

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

**BID NUMBER 43-13SEP12 – High Point Lane Bridge Replacement and Box Culvert Repair
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award is to be in the amount of \$484,956.75.

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

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- Bidders Acknowledgment
- Insurance Requirements
- Contract Conditions
- Sample Contract Agreement
- *Sample Performance Bond, bonds must be filled out and returned within 15 days of the date of this contract.
- *Sample Labor & Material Payment Bond, the real bonds must be filled out and returned within 15 days of the date of this contract.
- Affidavit - OSHA Requirements
- Affidavit - Prevailing Wage
- General Specifications
- Technical Specifications
- Special Provisions / Project Notes
- State Wage Rates-
- Boone County Standard Terms and Conditions
- Project Plans and/or Details

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 2011", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

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

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

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

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

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

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

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

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for

services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

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

The Owner agrees to pay the Contractor in the amount: \$484,956.75.

Four Hundred Eighty Four Thousand, Nine Hundred Fifty Six Dollars and Seventy Five Cents (\$484,956.75)

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on _____ at Columbia, Missouri.

(Date)

CONTRACTOR:
BOONE CONSTRUCTION COMPANY

OWNER, BOONE COUNTY, MISSOURI

By: _____
Authorized Representative Signature

By: _____
Daniel K. Atwill, Presiding Commissioner

By: JERRY B. JONES
Authorized Representative Printed Name
Title: PRESIDENT

Approved as to Legal Form:

ATTEST:

CJ Dykhouse
Boone County Counselor

Wendy Noren, County Clerk *DKB*

AUDITOR CERTIFICATION

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

2045-71100 - \$484,956.75

Signature

10/10/12
Date

Appropriation Account

BID FORM
HIGH POINT LANE BRIDGE REPLACEMENT AND BOX CULVERT REPAIR
BID NUMBER: 43-13SEP12

Base Bid

Description	Qty.	Unit	Unit Price	Total
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Pavement Transition	144.7	SY	\$ 125.00	\$ 18,087.50
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Type III Moveable Barricade with Light	2	EA	\$ 200.00	\$ 400.00
Type III Object Marker	4	EA	\$ 100.00	\$ 400.00
Mobilization	1	LS	\$ 24,900.00	\$ 24,900.00
Permanent Erosion Control Geotextile	1264	SY	\$ 2.35	\$ 2,970.40
Contractor Furnished Surveying and Staking	1	LS	\$ 3,000.00	\$ 3,000.00
Structural Steel Piles (12 in.)	450	LF	\$ 45.00	\$ 20,250.00
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Class B Concrete (Substructure)	40.4	CY	\$ 325.00	\$ 13,130.00
Slab on Steel	302	SY	\$ 250.00	\$ 75,500.00
Corral Rail	286	LF	\$ 77.00	\$ 22,022.00
Fabricated Structural Low Alloy Steel (Plate Girder) A709 Grade 50W	91960	LB	\$ 2.00	\$ 183,920.00
Vertical Drain at End Bents	2	EA	\$ 1,100.00	\$ 2,200.00
Laminated Neoprene Bearing Pad	8	EA	\$ 350.00	\$ 2,800.00
Restoration	1	LS	\$ 3,750.00	\$ 3,750.00
Sediment Removal	1	CY	\$ 45.00	\$ 45.00
Silt Fence	232	LF	\$ 3.00	\$ 696.00
Type II Ditch Check	1	EA	\$ 200.00	\$ 200.00
Excavation	1	LS	\$ 4,000.00	\$ 4,000.00
Granular Fill	1	LS	\$ 11,000.00	\$ 11,000.00
Geotextile	1	LS	\$ 2,250.00	\$ 2,250.00
8" Thick Reinforced Concrete Pavement	1	LS	\$ 13,000.00	\$ 13,000.00
Total of Base Bid				\$472,060.90

Alternate - A

Furnishing Type 2 Rock Blanket	209	CY	\$ 22.50	\$ 4,702.50
Placing Type 2 Rock Blanket	209	CY	\$ 16.00	\$ 3,344.00
Permanent Erosion Control Geotextile	369	SY	\$ 2.15	\$ 793.35
Pipe	191	LF	\$ 16.00	\$ 3,056.00
Connection to Existing Waterline	1	LS	\$ 1,000.00	\$ 1,000.00
Total of Alternate - A				\$12,895.85
Total Base and Alternate - A				\$484,956.75

All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

<u>DATE</u>	<u>ADDENDUM NUMBER</u>
9/10/12	1

COMPANY NAME: **BOONE CONSTRUCTION CO.**

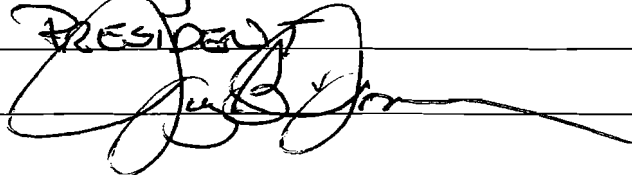
ADDRESS: 3611 Brown Station Rd

CITY, STATE, ZIP: Columbia MO 65202

PHONE NUMBER: 573-474-1011

AUTHORIZED REPRESENTATIVE: Jerry Jones

TITLE: President

SIGNATURE: 

List all Sub-Contractors planned to be utilized on this project.

Keith Contracting

Custom Fence

Samuel Excavating, Inc.

INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed information on the conditions under which the Project will be constructed, Scope of Contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.

All bids shall be submitted on the bid forms hereto attached. Copies of necessary Addenda, if any, shall be signed and attached to the proposal submitted and considered a part of the contract. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.

Bidders shall visit the site of the work and become familiar with the condition under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed, and if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax.

The Contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing to the materials and equipment with which the work of the contract is to be done. The Contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The County will not carry insurance against such loss or damage until the acceptance of Project.

Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretation may at the option of the County, be rejected as irregular.

Bids will be evaluated by the County based on, but not limited to, the following criteria: cost, bidder's qualifications and experience, and time required for completion.

Upon award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds.

Owner will deliver to Contractor a Notice to Proceed on or about the date specified in the Notice to Bidders. Contract Time shall commence upon delivery of Notice to Proceed. **Contract Time shall not exceed the time or fixed completion date specified in the Notice to Bidders for the work to be done on the Project.**

If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or any other proposed Contract documents, they may submit to the County a written request for an interpretation thereof by the bid questions deadline specified in the Notice to Bidders. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.

Each set of bids should be plainly headed with the name of the Bidder and post office address. In case the bid is made by a firm or corporation, the same shall be signed by a legally authorized agent of the firm or corporation. The envelope containing the bids should be sealed and plainly marked as a bid for this particular Contract.

The Contractor should be sure to complete the following forms and attach the bid security. Omissions or irregularities may cause bid rejection.

1. Bidding Forms,
2. Bid Response,
3. Work Authorization Certification,
4. Statement of Bidder's Qualifications,
5. Anti-Collusion Statement,
6. Signature and Identity of Bidder,
7. Bidder's Acknowledgment,
8. Debarment Form (If required).

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: High Point Lane Bridge Replacement

Project No.: 43-13 SEP 12

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County Roadway Regulations Chapter II, MoDOT Standard Specifications, Rules of Missouri Department of Natural Resources, Division 20-Clean Water Commission (10CSR20)**, together with the "General Specifications", "Technical Specifications", and "Special Provisions", if any, attached to this proposal.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total". If there is a discrepancy between the "Unit Price" and the "Extended Total" the "Unit Price" shall govern.

SECTION II

I hereby agree to complete the work herein specified before the **Contract Time** specified in the Notice to Bidders and agree that the County will sustain substantial damages, the amount of which is impossible to determine at this time, if work is not completed by the completion date. Time is an essential feature of this Contract. I agree that if I fail to finally and fully complete the work within the time allowed I will be in breach of the Agreement which shall entitle the County to collect **liquidated damages** from the Bidder and/or the Bidder's Surety in the amount specified under liquidated damages in the Notice to Bidders for each day that completion is delayed beyond the specified completion date. I further authorize said damages to be reduced from any final payment on the Project.

SECTION III

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.

SECTION IV

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

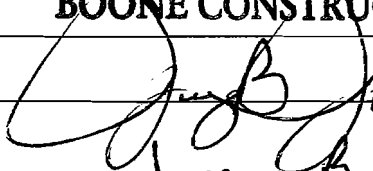
SECTION V

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: BOONE CONSTRUCTION CO.

By:  (Signature)

Jerry B. Jones (Print or Type Name)

Title: PRESIDENT

Address: 5611 BROWN STATION RD

City, State, Zip: Columbia, Missouri 65202

Phone: 573-474-1011

Fax: 573-474-1222

Date: SEPT. 13, 2012

WORK AUTHORIZATION CERTIFICATION – If Bid is in excess of \$5,000.00, Bidder must complete the Work Authorization Certification form attached on the next page. Proof of enrollment must be included. Attach to this form the first page (which shows your company's name) and the last page (which shows your signature) of the E-Verify Memorandum of Understanding that you completed when enrolling.

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

County of Boone)

State of Mo)ss
)

My name is JERRY B JONES

I am an authorized agent of BOONE CONSTRUCTION CO. (Bidder).

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

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

Jerry B Jones 9/13/12
Affiant Date
Jerry B Jones
Printed Name

Subscribed and sworn to before me this 13 day of SEPTEMBER, 2012.

Gail Storie
Notary Public

GAIL STORIE
Notary Public-Notary Seal
STATE OF MISSOURI
Montgomery County
My Commission Expires: May 1, 2015
Commission #11522052

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans 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: BOONE CONSTRUCTION CO.
2. Business Address: 5611 Brown Station Rd
Columbia, Mo 65202
3. When Organized: 1986
4. When Incorporated: 1986
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:
23 yrs
7. If you have done business under a different name, please give name and location:
No
8. Percent of work done by own staff: 80% +/-
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: No
10. Have you ever defaulted on a contract? No
11. List of contracts completed within the last four years, including value of each: _____
SEE ATTACHED
12. List of projects currently in progress: _____
SEE ATTACHED.

* Attach additional sheets as necessary *

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Boone

Jerry B. Jones, being first duly sworn, deposes and says that he is President
(Title of Person Signing)

of BOONE CONSTRUCTION CO.
(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By [Signature]
By _____
By _____

Sworn to before me this 13 day of SEPTEMBER, 20 12

Gail Storie
Notary Public

My Commission Expires 5/1/15

GAIL STORIE
Notary Public-Notary Seal
STATE OF MISSOURI
Montgomery County
My Commission Expires: May 1, 2015
Commission #11522052

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

sole individual partnership joint venture
 corporation, incorporated under laws of the state of MISSOURI

Dated 4-15 ~~20~~ 1986

Name of individual, all partners, or joint venturers:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri:

5611 BROWN STATION RD

(If using a fictitious name, show this name above in addition to legal names.)

BOONE CONSTRUCTION CO.

Columbia, Mo 65202

(If a corporation - show its name above)

ATTEST:

Gail Provia
(Secretary)

John B. Jones
(Title) President

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of Missouri

County of Boone

On this 13 day of SEPTEMBER, 20 12

before me appeared ERRY B JAMES to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

~~(if a sole individual)~~ acknowledged that he executed the same as his free act and deed.

~~(if a partnership or joint venture)~~ acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

(if a corporation) that he is the President
President or other agent

of BOONE CONSTRUCTION CO.; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at COLUMBIA, MISSOURI the day and year first above written.

(SEAL) Gail Storie Notary Public

My Commission expires May 1, 20 15.

GAIL STORIE
Notary Public-Notary Seal
STATE OF MISSOURI
Montgomery County
My Commission Expires: May 1, 2015
Commission #11522052

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Boone Construction Company, Inc.
P.O. Box 853
Columbia, MO 65205

SURETY:

(Name, legal status and principal place of business)

The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653

OWNER:

(Name, legal status and address)

Boone County Commission
801 E. Walnut, Columbia, MO 65201

BOND AMOUNT: (\$5%) ***Five Percent of Total Amount Bid***

PROJECT: High Point Lane Bridge Replacement and Box Culvert Repair - Project No.:43-13SEP12
(Name, location or address, and Project number, if any)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

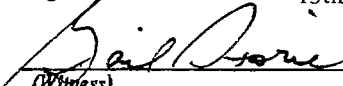
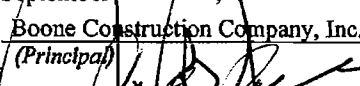

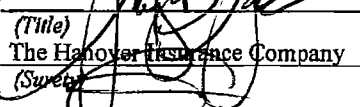
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of September, 2012

		
<i>(Witness)</i>		Boone Construction Company, Inc. <i>(Seal)</i>
		<i>(Title)</i>
		
<i>(Witness)</i>		The Hanover Insurance Company <i>(Seal)</i>
		<i>(Title)</i> Casey M. Parisoff Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Int.

AIA Document A310™ – 2010. Copyright © 1993, 1970 and 2010 by The American Institute of Architects. All rights reserved. ~~MAINTAINED~~. This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org. 08110

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

**Raymond C. Ritchey, Jr., Casey M. Parisoff, Robert S. Kendrick, Randall A. Russell, George R. Thompson, Jr.,
Kathryn E. Johnson, Cheryl A. Maxwell, Norma J. Maude and/or Vickie J. Nickel**

of **Sedalia, MO** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Thirty Million and No/100 (\$30,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **26th** day of **April 2012**.



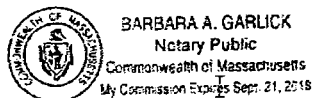
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

Joe Brunstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **26th** day of **April 2012** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 13th day of September 2012.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Glenn Margosian, Vice President

BOONE CONSTRUCTION CO

Job No.	Project Name	Project No.	Value	Contract Date	General Contractor	Engineer/Owner	Scope of Work	Status
012 PROJECTS								
12-001PV	COLE COUNTY	2011-8021	\$ 113,521.00		BOONE CONSTRUCTION CO.	COLE COUNTY PUBLIC WORKS	STREAMBANK STABILIZATION	complete
12-002PV	MISC COUNTIES	J7P0797S	\$ 34,400.00		COLLINS & HERMANN, INC. 2366 STATE LINE RD. KANSAS CITY, KS 66103	MODOT	END POST MODIFICATION	complete
12-003PR	BUCHANAN COUNTY	J1I2181	\$ 131,097.07		HERZOG CONTRACTING CORP. 600 S. RIVERSIDE ROAD ST. JOSEPH, MO 64507	MODOT	PAVEMENT REPAIR	complete
12-004PV	LEWIS COUNTY	ARRA-FB03(006)	\$ 140,679.60		BOONE CONSTRUCTION CO.	CANTON PORT AUTHORITY	FERRY LANDING IMPROVEMENTS	complete
12-005PV	MARION COUNTY	J3S2231	\$ 22,087.90		BOONE CONSTRUCTION CO.	MODOT	ADA SIDEWALK	complete
12-006PV	DALLAS COUNTY	J8S2409	\$ 114,867.50		GROUND BREAKING EXCAVATION 24001 E. 205TH ST. PLEASANT HILL, MO 64080	MODOT	BOX CULVERT	complete
12007PV	MARION COUNTY RT.61	J3P0714	\$ 131,649.00		CHESTER L. BROSS CONST. CO. P. O. BOX 430 HANNIBAL, MO 63401	MODOT	BOX CULVERTS	complete not started
12-008PR	ANDREW COUNTY RT. 71	J1P1039	\$ 686,660.12		HERZOG CONTRACTING CORP. 600 S. RIVERSIDE ROAD ST. JOSEPH, MO 64507	MODOT	PAVEMENT REPAIR	complete IN PROGRESS

BOONE CONSTRUCTION CO

Job No.	Project Name	Project No.	Value	Contract Date	General Contractor	Engineer/Owner	Scope of Work	Status
011 PROJECTS								
11-001	MILLER CO. RT. 242	J5S2179	\$ 431,495.49		BLOOMSDALE EXCAVATION	MODOT	BOX CULVERTS	complete
11-002	CITY OF SAVANNAH	2008-DF-09	\$ 177,488.90		BOONE CONSTRUCTION CO.	CITY OF SAVANNAH, MISSOURI	BRIDGE	complete
1-003 TO 11-011	BUCHANAN/CLINTON	J5B0800	\$ 2,986,262.31		KTU CONSTRUCTORS	MODOT	BRIDGE REPLACEMENTS	in progress
1-013 TO 11-023	ATCHISON/NODAWAY WORTH/HARRISON	J5B0800	\$ 3,991,965.26		KTU CONSTRUCTORS	MODOT	BRIDGE REPLACEMENTS	in progress
11-024	5TH ST. SIDEWALK		\$ 66,208.30		CITY OF COLUMBIA	CITY OF COLUMBIA, MISSOURI	SIDEWALK	complete
11-025	ST. CHARLES RT. I-70	J6i2277	\$ 43,250.00		MAGRUDER PAVING LLC	MODOT	PAVEMENT REPAIR	complete
1-027 TO 11-030	GENTRY/HOLT/NODAWAY	J5B0800	\$ 51,596.38		KTU	MODOT	EPOXY PAINTING	complete
11-031	BOONE RT.63	J5P0738	\$ 143,639.00		CHESTER BROSS	MODOT	BOX CULVERTS	complete
11-032	COLUMBIA WALNUT ST. SIDEWALK	85/2000	\$ 242,249.50		BOONE CONSTRUCTION CO.	CITY OF COLUMBIA, MISSOURI	SIDEWALK	complete
11-033	VERNON RT. 71	J7P07971	\$ 308,405.52		APAC-MISSOURI	MODOT	BOX CULVERT	complete
11-034	PHELPS RT. 63	J9P2190	\$ 124,398.40		MAGRUDER PAVING LLC	MODOT	PAVEMENT REPAIR	complete

BOONE CONSTRUCTION CO


Job No.	Project Name	Project No.	Value	Contract Date	General Contractor	Engineer/Owner	Scope of Work	Status
010 PROJECTS								
10-001	BUCHANAN CO RT 759	J1P2186	\$ 280,896.00		HEROG INC P.O. Box 1089 St. Joseph, MO 64502	MODOT	PAVEMENT REPAIR	complete
-002 TO 010	HARRISON CO	J5B800	\$ 2,109,000.00		KTU CONTRACTORS	MODOT	BRIDGE REPLACEMENT	complete
10-011	COOPER CO RT 87	J5S2177	\$ 263,653.00		APAC MISSOURI P.O. Box 1117 Columbia, MO 65205	MODOT	PAVEMENT REPAIR	complete
10-012	CASS COUNTY	2009-2	\$ 408,859.00		BOONE CONSTRUCTION CO	CASS COUNTY COMMISSION	BRIDGE	complete
10-013 TO 019	ANDREW/ GENTRY CO	J5B0800	\$ 3,015,972.00		KTU CONSTRUCTORS	MODOT	BRIDGE REPLACEMENTS	complete
10-020	CAMDEN CO	J5P0347G	\$ 153,450.00		EMERY SAPP AND SONS	MODOT	BOX CULVERT	complete
10-021 TO 026	ADAIR CHARITON MACON	J5B0800	\$ 2,132,505.00		KTU CONSTRUCTORS	MODOT	BRIDGE REPLACEMENTS	complete
10-027	BUCHANAN CO RT 167	J1P1021	\$ 216,627.00		HEROG INC P.O. Box 1089 St. Joseph, MO 64502	MODOT	PAVEMENT REPAIR	complete
10-028	MACON COUNTY	D211-020-R2	\$ 6,520.00		BOONE CONSTRUCTION CO.	MODOT	PILE DRIVING	complete
10-029	RALLS COUNTY RT. 79	J3M00622	\$ 189,293.00		BOONE CONSTRUCTION CO.	MODOT	* SLIDE REPAIR	complete
10-030	MILLER COUNTY	7425-10:63	\$ 136,900.00		BOONE CONSTRUCTION CO.	MODOT	LOW WATER CROSSING	complete

BOONE CONSTRUCTION CO

09 Projects

Job No.	Project Name	Project No.	Value	Contract Date	General Contractor	Engineer/Owner	Scope of Work	Status
09-001	Johnson Co. Rt. ZZ & OO	J4B0801F	\$ 694,748.00	16-Jan-09	Boone Construction Co. 5611 Brown Station Rd. Columbia, MO 65202	MoDot	Bridge Rehabilitation	complete
09-002	Johnson Co Rt. 13	J4P1138C	\$ 446,903.00	23-Jan-09	Ideker Inc. P.O. Box 7140 St. Joseph, MO 64507	MoDot	Bridge	complete
09-003	Vernon Co Rt. WW	J7B0801F	\$ 268,416.00	28-May-09	Boone Construction Co.	MoDot	Bridge Rehabilitation	complete
09-004	Boone County	301819B111	\$ 109,500.00	30-Apr-09	Boone Construction Co.	Fish & Wildlife Service	Pedestrian Bridge	complete
09-005	Bates Co. Rt. 71	J7P0590	\$ 491,681.90	2-Jun-09	Hilty Quarries, Inc. P. O. Box 407 Clinton, MO 64735	MoDot	Bridge	complete
09-006	Adair Co. Rt. 63	J2P0483H	\$ 578,268.50	22-May-09	Boone Construction Co.	MoDot	Bridge	complete
09-007	Waco Road Extension	none	\$ 163,218.60		Boone Construction Co.	Dell Jones		complete
09-008	Spiva Road	07-550	\$ 156,860.79	4-Aug-09	Boone Construction Co.	Boone County, Missouri	Bridge	complete
09-009	Cole County		\$ 12,987.00	17-Aug-09	JCI, Inc. P. O. Box 104567 Jefferson City, MO 65110	Jefferson City, MO	Walk Trail	complete
09-010	Platte County	BRO-B083(22)	\$ 232,928.45	4-Sep-09	Boone Construction Co.	Platte County, Missouri	Bridge	complete
09-011	Lewis/Pike	B03-09-0066	\$ 48,180.00	5-Sep-09	Boone Construction Co.	MoDot	Restraint Cable	complete
09-012	Nodaway Rt. PP	J1B0801J	\$ 514,649.50	2-Sep-09	Boone Construction Co.	MoDot	Replace Superstructure	complete
09-013	Cass County	2008-1	\$ 159,900.70	5-Oct-09	Boone Construction Co.	Cass County, Missouri	Box Culvert	complete
09-014	Benton County	J5P0892C	\$ 84,780.00	9-Oct-09	Lehman Construction	MoDot	Boxes	complete
09-015	Jasper Co. Rt. 66	J7S0594	\$ 1,523,953.25	16-Nov-09	APAC-Missouri	MoDot	Bridge	complete

BOONE CONSTRUCTION CO

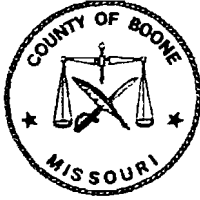
Job No.	Project Name	Project No.	Value	Contract Date	General Contractor	Engineer/Owner	Scope of Work	Status
08 PROJECTS								
08-001	Boone Co. Rt. 740	J5M0049	\$ 35,909.15	27-Dec-07	Meyer Electric Company, Inc. 3513 North Ten Mile Drive Jefferson City, MO 65109	MoDOT Charles Sullivan 4201 Paris Road Jefferson City, MO 65109	Pavement Repair	complete
08-002	Shannon / Howell Co. Rt. 60	J9P0381B	\$ 518,492.60	27-Feb-08	H.R. Quadri Contractors, Inc. Attn: Robert Sullivan HCR 2, Box 2437 Van Buren, MO 63965	MoDOT Attn: Phill Knott, R.E. 3956 E. Main Willow Springs, MO 65793	Bridge	complete
08-003	Wayne Co. Rt. 67	J0P0931	\$ 317,104.00	29-Feb-08	Flynn Construction Co	MoDot	Bridge	complete
08-004	Boone Co. Marshall Ln. / Riley Road / Rolling Hills Road	07-537 / 07-535 06-337	\$ 153,737.00	1-Apr-08	Boone Construction Co. 5611 Brown Station Rd. Columbia, MO 65202	Boone County Public Works Attn: Keith Austin 5551 Highway 63 South Columbia, MO 65201	Bridge	complete
08-005	Holt / Atchison Co. Rt. 29	J1I0981 /	\$ 759,528.00	29-Feb-08	Ideker Inc. P.O. Box 7140 St. Joseph, MO 64507	MoDOT Attn: Larry Jacobson 28320 250th Street Maryville, MO 64468	Bridge	complete
08-006	Davies Co.	BRO- B031(29)	\$ 781,543.00	5-May-08	Boone Construction Co. 5611 Brown Station Rd. Columbia, MO 65202	Davless County, Missouri	Bridge	complete
08-007	Sullivan Co Rt 6	J2P0768D	\$ 789,661.00	14-May-08	Boone Construction Co. 5611 Brown Station Rd. Columbia, MO 65202	MoDot	Bridge	complete
08-008	Pike Co. Rt. 79	J3P2157	\$ 310,806.00	28-May-08	Boone Construction Co. 5611 Brown Station Rd. Columbia, MO 65202	MoDot 	Slide Repair	complete
08-009	Greene Co. Rt. 13	J8P0596	\$ 252,330.00	12-Jun-08	Illinois Valley Inc. P.O. Box 13420 Springfield, MO 62791	MoDot	Box Culverts	complete

BOONE CONSTRUCTION CO

Job No.	Project Name	Project No.	Value	Contract Date	General Contractor 217-546-6192	Engineer/Owner	Scope of Work	Status
08-010	Howard Co.	FEMA DR1748	\$ 220,025.00	21-Aug-08	Boone Construction Co. 5611 Brown Station Rd. Columbia, MO 65202	FEMA Howard County Commission	Bridge	complete
08-011	Dallas Co. Rt. 65	J8P0833	\$ 816,973.00	22-Aug-08	Koss Construction Co.	MoDot	Box Culverts	complete
08-012	Moniteau Co. Rt. 50	J5P631A & F	\$ 1,471,273.00	6-Aug-08	Illinois Valley Inc. P.O. Box 13420 Springfield, MO 62791 217-546-6192	MoDot	Box Culvert Bridge	complete
08-013	Carroll Co. Rt. 65	J2P2149	\$ 351,547.00	11-Sep-08	Boone Construction Co. 5611 Brown Station Rd. Columbia, MO 65202	MoDot	Conc. Lane Widening	complete
08-014	Sullivan?Putnam Co.	D209-008-RE	\$ 28,300.00	10-Sep-08	Boone Construction Co. 5611 Brown Station Rd. Columbia, MO 65202	MoDot	Bridge Rehabilitation	complete
08-015	Clay Co. Rt. 92	J4P1116B	\$ 1,619,579.00	1-Oct-08	Boone Construction Co. 5611 Brown Station Rd. Columbia, MO 65202	MoDot	Bridge	complete
08-016	Clinton Co	BRO-B025 (19)	\$ 777,849.00	6-Nov-08	Boone Construction Co. 5611 Brown Station Rd. Columbia, MO 65202	Clinton Co. Commission	Bridge	complete
08-017	Lafayette Co. Rt. 13	J4P11034	\$ 558,244.00	10-Nov-08	Chester Bross Construction P.O. Box 430 Hannibal, MO 63401	MoDot	Box Culverts	complete
08-018	Excelsior Springs Bridge	STP-2400-404	\$ 757,580.00	14-Jan-09	Boone Construction Co. 5611 Brown Station Rd. Columbia, MO 65202	City Of Excelsior	Bridge	complete
08-019	Andrew Co. Rt. H	J1B0801B	\$ 208,455.00	5-Dec-08	Boone Construction Co. 5611 Brown Station Rd. Columbia, MO 65202	MoDot	Bridge Rehabilitation	complete

BOONE CONSTRUCTION CO

Job No. 08-020	Project Name Knox/Scotland Co. Rt C and H	Project No. J3B0801B	Value \$ 557,026.00	Contract Date 5-Dec-09	General Contractor Boone Construction Co, 5611 Brown Station Rd, Columbia, MO 65202	Engineer/Owner MoDot	Scope of Work Bridge Rehabilitation	Status complete
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BOONE COUNTY, MISSOURI
Request for Bid #: 43-13SEP12- High Point Lane Bridge Replacement & Box
Culvert Repair

ADDENDUM #1 - Issued September 10, 2012

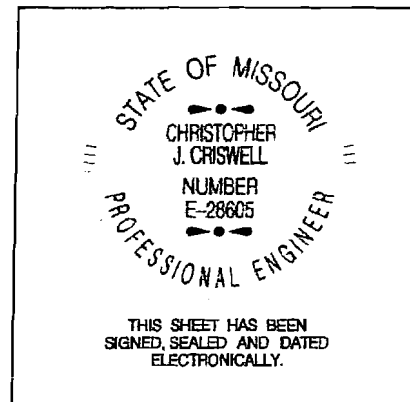
This addendum is issued in accordance with the Request for Bid Project Plans and/or Details and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **SHOULD** be acknowledged and submitted with Offeror's *Response Form*.

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

1. **The overhead electric line will NOT be relocated. The line will be covered/insulated and remain covered for the duration of construction. The line can be de-energized or deactivated for short periods of time such as 1-2 days. Coordination with Boone Electric for de-energizing of the line will be the responsibility of the contractor. Boone Electric will insulate and deactivate the line at no expense to the contractor. However, the contractors time and expense of any required coordination will be incidental to the project.**

By: *Amy Robbins*
Amy Robbins, Buyer
Boone County Purchasing

Approved:



Sealed Date: 9/7/12

OFFEROR has examined copy of Addendum #1 to Request for Bid # 43-13SEP12 – High Point Lane Bridge Replacement & Box Culvert Repair, receipt of which is hereby acknowledged:

Company Name: Boone Construction Co.

Address: 5611 Brown Station Rd
Columbia, MO 65202

Phone Number: 573-474-1011 Fax Number: 573-474-1222

Authorized Representative Signature:  Date: 9/11/12

Authorized Representative Printed Name: Jerry B Jones

NOTICE TO BIDDERS

Boone County, Missouri is accepting sealed bids for the following Project.

Project Name:

HIGH POINT LANE BRIDGE REPLACEMENT & BOX CULVERT REPAIR

Project Number:

N/A

Bid Number:

43-13SEP12

Scope of Project Construction:

Remove and replace Bridge #4620005 with a proposed 102 feet single span plate girder bridge. This project will also require a small amount of roadway construction. In addition, some box culvert repair and water line relocation will be bid as an alternate.

Pre-Bid Conference:

An **optional** pre-bid conference has been scheduled for **September 4, 2012 at 10:00 a.m.** in the Boone County Resource Management office, Boone County Government Center 801 E. Walnut, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **strongly urged** to attend.

Bid Questions Deadline:

All questions pertaining to the project must be received by **3:00 p.m. on September 10, 2012.** **Technical questions should be directed to the Project Manager.**

Bids Accepted Until:

Sealed bids will be accepted until **1:15 p.m. on September 13, 2012** at the Boone County Purchasing Office, 613 East Ash Street, Room 109, Columbia, Missouri 65201. Bids received after the above specified time for acceptance will be returned to the sender unopened.

Bids Opened After:

Bids will be publicly opened after **1:30 p.m. on September 13, 2012** in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut, Columbia, Missouri 65201.

Contract Time:

60 Working Days

Liquidated Damages:

\$250 per Working Day

Anticipated Notice To Proceed Date:

On or about October 15, 2012. The Contractor acknowledges that this is an estimated date and is subject to change. The actual notice to proceed date is generally established at the Pre-Construction Meeting.

Seeding and Erosion Control Performance Bond Amount:

None Required

Plans and Specifications Available From:

American Document Solutions, 1400 Forum Blvd., Suite 1C, Columbia, Missouri 65203, Phone 573-446-7768. Paper copies are available for a non-refundable fee of \$30 payable to American Document Solutions in the form of a check or money order. A planholder's list is available for viewing at <http://planroom.adsmo.net>.

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 the County 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 also reserves the right to reject any and all bids or waive informalities or irregularities.

Not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this Contract. The Contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the Contract.

Boone County notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award. The Bidder will insure that Disadvantage Business Enterprises will have the opportunity to participate in the performance of this contract or any subcontracts.

Proposals must be on forms provided and all unit price bids, extensions, and totals provided thereon shall be completed fully.

REFERENCE DOCUMENT DEFINITIONS

Wherever the following terms are used in the Plans, Specifications, or other Contract Documents, the intent and meaning shall be interpreted as follows:

Boone County Roadway Regulations Chapter II:

The Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations, Dated February 24, 2009 or Current Edition.

MoDOT Standard Specifications:

The Missouri Standard Specifications for Highway Construction, Dated 2011 or Current Edition.

MUTCD:

The Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 or Current Edition.

BID FORM
HIGH POINT LANE BRIDGE REPLACEMENT AND BOX CULVERT REPAIR
BID NUMBER: 43-13SEP12

Base Bid

Description	Qty.	Unit	Unit Price	Total
Clearing and Grubbing	0.1	AC	\$	\$
Removal of Improvements	1	LS	\$	\$
Removal of Bridges (4620005)	1	LS	\$	\$
Pavement Transition	144.7	SY	\$	\$
Furnishing Type 2 Rock Blanket	749	CY	\$	\$
Placing Type 2 Rock Blanket	749	CY	\$	\$
Construction Signs	158	SF	\$	\$
Type III Moveable Barricade	2	EA	\$	\$
Type III Moveable Barricade with Light	2	EA	\$	\$
Type III Object Marker	4	EA	\$	\$
Mobilization	1	LS	\$	\$
Permanent Erosion Control Geotextile	1264	SY	\$	\$
Contractor Furnished Surveying and Staking	1	LS	\$	\$
Structural Steel Piles (12 in.)	450	LF	\$	\$
Pile Point Reinforcement	10	EA	\$	\$
Class B Concrete (Substructure)	40.4	CY	\$	\$
Slab on Steel	302	SY	\$	\$
Corral Rail	286	LF	\$	\$
Fabricated Structural Low Alloy Steel (Plate Girder) A709 Grade 50W	91960	LB	\$	\$
Vertical Drain at End Bents	2	EA	\$	\$
Laminated Neoprene Bearing Pad	8	EA	\$	\$
Restoration	1	LS	\$	\$
Sediment Removal	1	CY	\$	\$
Silt Fence	232	LF	\$	\$
Type II Ditch Check	1	EA	\$	\$
Excavation	1	LS	\$	\$
Granular Fill	1	LS	\$	\$
Geotextile	1	LS	\$	\$
8" Thick Reinforced Concrete Pavement	1	LS	\$	\$
Total of Base Bid				-\$

Alternate - A

Furnishing Type 2 Rock Blanket	209	CY	\$	\$
Placing Type 2 Rock Blanket	209	CY	\$	\$
Permanent Erosion Control Geotextile	369	SY	\$	\$
Pipe	191	LF	\$	\$
Connection to Existing Waterline	1	LS	\$	\$
Total of Alternate - A				-\$
Total Base and Alternate - A				-\$

All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE

ADDENDUM NUMBER

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

PHONE NUMBER: _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

SIGNATURE: _____

List all Sub-Contractors planned to be utilized on this project.

INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed information on the conditions under which the Project will be constructed, Scope of Contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.

All bids shall be submitted on the bid forms hereto attached. Copies of necessary Addenda, if any, shall be signed and attached to the proposal submitted and considered a part of the contract. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.

Bidders shall visit the site of the work and become familiar with the condition under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed, and if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax.

The Contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing to the materials and equipment with which the work of the contract is to be done. The Contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The County will not carry insurance against such loss or damage until the acceptance of Project.

Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretation may at the option of the County, be rejected as irregular.

Bids will be evaluated by the County based on, but not limited to, the following criteria: cost, bidder's qualifications and experience, and time required for completion.

Upon award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds.

Owner will deliver to Contractor a Notice to Proceed on or about the date specified in the Notice to Bidders. Contract Time shall commence upon delivery of Notice to Proceed. **Contract Time shall not exceed the time or fixed completion date specified in the Notice to Bidders for the work to be done on the Project.**

If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or any other proposed Contract documents, they may submit to the County a written request for an interpretation thereof by the bid questions deadline specified in the Notice to Bidders. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.

Each set of bids should be plainly headed with the name of the Bidder and post office address. In case the bid is made by a firm or corporation, the same shall be signed by a legally authorized agent of the firm or corporation. The envelope containing the bids should be sealed and plainly marked as a bid for this particular Contract.

The Contractor should be sure to complete the following forms and attach the bid security. Omissions or irregularities may cause bid rejection.

1. Bidding Forms,
2. Bid Response,
3. Work Authorization Certification,
4. Statement of Bidder's Qualifications,
5. Anti-Collusion Statement,
6. Signature and Identity of Bidder,
7. Bidder's Acknowledgment,
8. Debarment Form (If required).

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: _____

Project No.: _____

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County Roadway Regulations Chapter II, MoDOT Standard Specifications, Rules of Missouri Department of Natural Resources, Division 20-Clean Water Commission (10CSR20)**, together with the "General Specifications", "Technical Specifications", and "Special Provisions", if any, attached to this proposal.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total". If there is a discrepancy between the "Unit Price" and the "Extended Total" the "Unit Price" shall govern.

SECTION II

I hereby agree to complete the work herein specified before the **Contract Time** specified in the Notice to Bidders and agree that the County will sustain substantial damages, the amount of which is impossible to determine at this time, if work is not completed by the completion date. Time is an essential feature of this Contract. I agree that if I fail to finally and fully complete the work within the time allowed I will be in breach of the Agreement which shall entitle the County to collect **liquidated damages** from the Bidder and/or the Bidder's Surety in the amount specified under liquidated damages in the Notice to Bidders for each day that completion is delayed beyond the specified completion date. I further authorize said damages to be reduced from any final payment on the Project.

SECTION III

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.

SECTION IV

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

SECTION V

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: _____

By: _____
(Signature)

(Print or Type Name)

Title: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

Date: _____

WORK AUTHORIZATION CERTIFICATION – If Bid is in excess of \$5,000.00, Bidder must complete the Work Authorization Certification form attached on the next page. Proof of enrollment must be included. Attach to this form the first page (which shows your company's name) and the last page (which shows your signature) of the E-Verify Memorandum of Understanding that you completed when enrolling.

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans 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. When Organized: _____
4. When 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 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? _____
11. List of contracts completed within the last four years, including value of each: _____

12. List of projects currently in progress: _____

* Attach additional sheets as necessary *

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF _____

_____, being first duly sworn, deposes and

says that he is _____
(Title of Person Signing)

of _____
(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20 _____

Notary Public

My Commission Expires _____

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

sole individual partnership joint venture
 corporation, incorporated under laws of the state of _____

Dated _____, 20 ____

Name of individual, all partners, or joint venturers:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri:

(If using a fictitious name, show this name above in addition to legal names.)

(If a corporation - show its name above)

ATTEST:

(Secretary)

(Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of _____

County of _____

On this _____ day of _____, 20 _____

before me appeared _____ to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

(if a corporation) that he is the _____
President or other agent

of _____; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at _____ the day and year first above written.

(SEAL) _____ Notary Public

My Commission expires _____, 20 _____.

INSURANCE REQUIREMENTS

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

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

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

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

COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the

Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

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

DATE OF AGREEMENT:

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on
at Columbia, Missouri.

(Date)

OWNER:
BOONE COUNTY, MISSOURI

ATTEST:

By:

Daniel K. Atwill, Presiding Commissioner

Wendy Noren, County Clerk

CONTRACTOR:

By:

Authorized Representative (Signature)

ATTEST:

By:

Authorized Representative (Print or Type Name)

Title:

Secretary

Approved as to Legal Form:

CJ Dykhouse, County Counselor

Certification

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

Auditor

SAMPLE PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

a Corporation, organized under the laws of the State of _____
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of _____ Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated _____ entered into a Contract with Owner for:

Project Name: _____

Project No.: _____

in accordance with specifications and/or plans prepared by the County of Boone, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing hourly wages and comply with all prevailing wage requirements as provided by such Contract and applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of Owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at _____ on this _____ day of _____, 20____.

(SEAL)

(Contractor)
BY: _____

(SEAL)

(Surety Company)
BY: _____
(Attorney-in-Fact)

BY: _____
(Missouri Representative)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of this bond).

Surety Contact Name: _____
Phone Number: _____
Address: _____

SAMPLE LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

a Corporation, organized under the laws of the State of _____

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein defined, in the amount of

_____ Dollars,
(\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated _____ entered into a Contract with Owner for:

Project Name: _____

Project No.: _____

in accordance with specifications and/or plans prepared by the County of Boone which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.

B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct Contact with the Contractor, shall have given written notice to any two of the following: The Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the County or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at

_____, on this _____ day of _____, 20_____.

CONTRACTOR: _____ (Seal)

BY: _____

SURETY COMPANY _____

BY: _____

(Attorney-in-Fact)

BY: _____

(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

Surety Contact Name: _____ Phone Number: _____
Address: _____

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

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

State of _____, personally came and appeared (name and title)

_____ of the (name of company)

_____ (a corporation) (a partnership) (a proprietorship)

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

Missouri and completed on the _____ day of _____, 20_____.

Signature

Subscribed and sworn to me this _____ day of _____, 20_____.

My commission expires _____, 20_____.

Notary Public

GENERAL SPECIFICATIONS

GENERAL SPECIAL PROVISIONS: Except as may be otherwise provided for by the **General Specifications, Technical Specifications, and Special Provisions**, the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II** or the **MoDOT Standard Specifications**. Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein.

When an item is the subject of both the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, the **Boone County Roadway Regulations Chapter II** will govern the work.

SECTION 1. - DEFINITIONS

The following changes shall be made to Section 101. Definitions. and shall apply each time they occur in the "Missouri Standard Specifications for Highway Construction Current Edition" hereinafter the **MoDOT Standard Specifications**.

- A. Owner:** Shall mean the County of Boone as contracting agency acting by and through any of its authorized representatives.
- B. Commission:** Shall mean the Boone County Commission.
- C. Engineer:** Shall mean the Director of the Boone County Resource Management Department acting by and through any of his authorized representatives.

SECTION 2. - PROPOSAL REQUIREMENTS AND CONDITIONS

2.1 Interpretation of Proposed Quantities. The quantities appearing in the bid schedule are prepared for the comparison of bids and will be the basis for final payment to the Contractor, except where final measurements are to be made, as hereinafter provided. Payment will not be made for any work that does not meet with the approval of the Engineer. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased, or omitted as hereinafter provided.

The Contractor agrees that he is fully informed regarding all of the conditions affecting the work to be completed, and labor and materials to be furnished for the completion of this Contract, and that his information was procured by personal investigation and research and not from any estimates of the Engineer; and that he will make no claims against the County by reason of estimates, test, or representation of any officer, agent, or employee of the County or the Engineer.

2.2 Proposal Guaranty. Each proposal shall be accompanied by a proposal guaranty. The character and the amount of the proposal guaranty to be furnished by Bidders shall be stated in the proposal for each project. The proposal guaranty shall be executed by some surety company authorized to do business in the State of Missouri, as a guarantee on the part of the Bidder that if his bid be accepted, he will within ten days after receipt of notice of such acceptance, enter into a contract and furnish a contract bond to do the work advertised; and, in case of default, forfeit such proposal guaranty.

2.3 Delivery of Proposals. Each proposal shall be submitted in a sealed envelope marked clearly to indicate its contents. All proposals shall be filed prior to the time and at the location specified in the Notice To Bidders. Proposals received after the time for opening of bids will be returned to the bidder unopened.

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

3.1. Award of Contract. The Contract shall be awarded by the Boone County Commission and confirmed by a Commission Order to the lowest responsible Bidder within a reasonable length of time after opening of bids. The responsibility of the Bidder shall be determined by the Boone County Commission who will base its decision on, among other things, bidder's qualifications, previous work, and financial standing. The successful Bidder will be notified in writing, mailed to the address shown on the proposal, that his bid has been accepted and that he has been awarded the contract.

SECTION 4 - SCOPE OF WORK – This section has been left blank.

SECTION 5 - CONTROL OF WORK

5.1. Cooperation by Contractor. The Contractor will be supplied with four sets of approved plans and contract assemblies including special provisions. One set of approved plans and contract documents including special provisions shall be kept available on the job at all times.

5.2. Authority and Inspection. The Engineer has direct charge of the engineering details of each construction project. The Engineer has the authority to reject defective material and to suspend and reject any work that is being improperly performed.

5.3. Claims for Adjustment. If any conditions arise which in the Contractor's opinion will require him to make any claims or demands for extra or additional compensation above that fixed by the contract, or on which he contemplates bringing claims for such extra compensation, he shall promptly and before incurring any expenses, notify in writing the Engineer of the conditions and circumstances and that he proposes to make such claims. The Contractor agrees that any claims made without such advance notice, and not presented in such a way as to enable the Engineer to observe conditions as they occur and to verify expenses as they occur and to determine with certainty the correctness of such claims and of the expenses involved, are waived and shall be null and void. No extra compensation shall be awarded in any event without prior written approval of the County.

5.4. The Engineer will set initial field control consisting of bench marks and control monuments. The Contractor shall be responsible for the preservation of all bench marks and control monuments, and if any of these bench marks or control monuments are carelessly or willfully destroyed or disturbed, the cost of replacing them may be charged to the Contractor. These bench marks and control monuments will constitute the initial field control by and in accordance with which the Contractor shall establish other necessary controls and perform the work in the correct position to correspond to the information shown on the plans and given by the Engineer during the progress of the work. Elevations shown on the plans and referred to in the specifications are based on the bench marks shown. The Contractor shall employ competent personnel for making position, gradient, and alignment determinations and measurements.

SECTION 6 - CONTROL OF MATERIAL

6.1. Inspection and Certification. Unless otherwise specified, all materials shall be subject to visual inspection and job control test, as determined by the Engineer, and shall be certified by the Supplier that the material supplied conforms to the requirements of these specifications. All certifications shall make reference to the specific project and shall contain the Supplier's name and address.

6.2. Samples, Tests, and Cited Specifications. The Contractor shall submit certifications and substantiating test reports, furnished by the Supplier or Fabricator, certifying that material and manufacturing procedures conform to the specifications. All sampling and testing required by the specifications shall be performed by the Supplier in accordance with these specifications, and the results shall be signed, sealed and stamped according to laws related to professional engineers. There shall be no direct charge to the Owner for materials taken as samples, either for field tests or for laboratory tests. If a specification of a recognized national standard agency (ASTM, AASHTO, AWWA, AWS, etc.) is designated the material may, unless otherwise specified, meet either the designated specification or the latest revision thereof in effect at the time of letting of the contract.

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Safety Provisions. Safety on the job is the Contractor's sole responsibility. The Contractor is responsible for proper barricades and/or fences to prevent injury to his or other personnel or the public, and shall leave such barricades and/or fences in place at any time he must be absent from the job site.

SECTION 8 - PROSECUTION AND PROGRESS

8.1. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the contract documents, all Work at the site shall be performed during regular working hours, and the Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without Owner's written consent given after prior written notice to the Engineer.

8.2. Contractor shall notify the Engineer a minimum of forty-eight hours in advance of intent to perform Work.

SECTION 9 - MEASUREMENT AND PAYMENT

9.1. The Engineer will make payment estimates on or about the 1st and the 15th of each month of the work performed and the value thereof at the contract unit prices. The proper percentage with relation to completion will be allowed for all incomplete items.

9.2. No payments will be made on account of materials not yet incorporated into the work.

9.3. From the total amount of work items of each estimate, there will be deducted ten percent. The retained percentage will be released as provided in Section 9.13. The net amount due on the estimate will be certified to the County for payment. This method of retained percentage does not apply to work involving the planting of tree, shrubs and other plants.

9.4. Payment may be withheld or nullified in whole or part to such extent as may be necessary to protect the County from loss on account of:

- a. Failure to properly submit material certifications and substantiating test reports required under Section 6.1. and Section 6.2.
- b. Failure to properly submit certified copies of labor payrolls required under Section 10.
- c. Defective work not remedied.
- d. Failure of the Contractor to properly make payment to suppliers or subcontractors for material and/or labor.
- e. A reasonable doubt that the contract can be completed for the balance then unpaid.
- f. Damage to another Contractor.

9.5. If the plans have been altered or when disagreement exists between the Contractor and the Engineer as to the accuracy of the plan quantities, either party has the right to request a recomputation of contract quantities of excavation within any area by written notice to the other party. The written notice shall contain evidence that an error exists in the original ground line elevation or in the original computations which will materially affect the final payment quantity. If such final measurement is required, it will be made from the latest available ground surface and the design section.

9.6. Borrow quantities will not be measured. If additional fill material is required for the construction of embankment or for other proportions of the work, it shall be located, furnished, and hauled by the Contractor as necessary, and will be considered incidental to the portion of work. The Contractor shall be responsible for obtaining all necessary permits. No direct payment for locating, furnishing, hauling additional fill material or obtaining permits will be made.

9.7. Measured quantities of excavation will be used where the ground elevations show on the plans are found to be erroneous. No revision of contract quantities will be made if the actual ground elevations are considered to agree generally with the ground line shown on the plans. Where the Engineer authorizes a change in grade, slope, or typical section affecting the volume of excavation allowed for payment, the revised volume will be determined by the average end area method on the basis of the revised grade, slope, or typical section. Where unauthorized deviations result in a decrease in the contract quantities, the deviations will be measured and deducted from the contract quantity.

9.8. This section has been left blank

9.9. This section has been left blank

9.10. This section has been left blank

9.11. This section has been left blank

9.12. Payment for the removal and replacement of any unsuitable material will be at the contract unit price for additional depth dig-out repair.

9.13. Release of Retained Percentages:

9.13.1. Prior to any release of retained percentage the Contractor shall file with the County the following:

- a. An affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor, and other items covered by the contract bond;

- b. Written consent of the surety to such payment;
- c. Lien Waivers signed by each supplier furnishing materials to the project releasing all claims to said materials; and
- d. Any other documents which may be required by the contract or the Engineer.

9.13.2. Each Contractor and Subcontractor shall file with the County, upon completion of the project and prior to final payment thereof, an affidavit stating that he has fully complied with the provisions and requirements of the Prevailing Wage Law and OSHA Training Requirements.

9.13.3. When the work has been completed and certified by the County, a final estimate will be executed and submitted, which will provide payment to the Contractor for the entire sum due him as set forth in these Specifications, including the amount previously retained by the County. All prior partial estimates and payments shall be subject to correction by the County in this final estimate and payment.

SECTION 10 - MATERIAL AND WORKMANSHIP

All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail.

SECTION 11 - STATE WAGE RATE REQUIREMENTS

11.1. The Contractor and all Subcontractors shall maintain books, accounts, ledgers, invoices, drafts, documents, pages and other business records pertaining to the performance of the Contract with such materials available at the Contractor's field or permanent business offices at all reasonable times during the performance of the Contract and for four years from the date of final payment under the contract, for inspection by authorized representatives of the County and the Industrial Commission of Missouri.

11.2. The Contractor and all Subcontractors shall be required to submit to the Engineer one certified copy of labor payrolls and a weekly statement of compliance (Form WH-347) for each week that work is in progress, within seven days of the payment date of the payroll. If work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.

11.3. The Contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors.

11.4. The County will check payrolls, with the following checks being made to insure proper labor compliance:

- a. The employee's full name as shown on his/her social security card, his address and social security number shall be entered on each payroll.
- b. Check the payroll for correct employee classification.
- c. Check the payroll for correct hourly wage and, if applicable, the correct overtime hourly rate.
- d. Check the daily and weekly hours worked in each classification including actual overtime hours worked (Not adjusted hours).

- e. All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll.
- f. All checking by the County will be made in red pencil and initialed by the checker.
- g. Final payroll will be marked "Final" or "Last Payroll".
- h. A record of all payrolls will be maintained by the County.

11.5. The contracts for construction projects require that certain information be displayed in a conspicuous place within the project limits for the duration of the contract. The following is a list of required information to be posted both on the project and in the Owner's office:

- a. In the Owner's office:
 - 1. Missouri Equal Employment Opportunity Notice.
 - 2. PR-1022, Title 18, Section 1020, Notice on False Statements.
- b. On the Project:
 - 1. State Wage Rates Notice.
 - 2. PR-1022, Title 18, Section 1020, Notice on False Statements.
 - 3. Contractor's and Subcontractor's EEO Policy Statements and name, address and telephone number of designated EEO Officers.
 - 4. Notice to Labor Unions of Contractors commitment to EEO (if applicable).
 - 5. Notice requesting referral of minorities by present employees.

11.6. The Owner's personnel will generally conduct one wage rate interview on each project every two weeks. Labor interviews are not required on railroad and other utility adjustments. The interviewer will determine the employee's name, the employer's name, the classification of the employee, the actual wage paid, and the posted wage.

SECTION 12 - SPECIFICATIONS AND PLANS

The Contractor shall keep at the job-site a copy of the plans and specifications and shall at all times give the County and the Engineer access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the plans and the specifications, the matter shall be promptly submitted to the Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by the Contractor without this determination shall be at the Contractor's own risk or expense. The Engineer shall furnish from time to time such detail plans and other information as may be considered necessary, unless otherwise provided.

SECTION 13 - PROTECTION OF WORK

The Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc., shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines and other conditions which might prevent unusual hazard.

SECTION 14 - OVERHEAD LINE PROTECTION

The Contractor shall ascertain the presence and location of utilities within the work area. The Contractor shall notify and coordinate the utility that may be affected by the work.

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

SECTION 15 - OSHA Program Requirements

The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.

The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, and certify compliance by affidavit at the conclusion of the project.

The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

SECTION 16 - REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION

The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship or equipment which, in the judgment of the Engineer, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten days after receiving written notice that such repairs or replacements are necessary. If the Contractor should neglect to begin such repairs or replacements within this period or in case of emergency, where, in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County and charged to the Contractor.

SECTION 17 - INTERFERENCE

All work scheduled by the Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by an authorized representatives or the County.

SECTION 18 - METHOD OF PAYMENT

The method of payment shall be as stipulated in the section titled "Contract Conditions" and contained elsewhere in these contract documents.

TECHNICAL SPECIFICATIONS

Except as may be otherwise provided for by the **General Specifications, Technical Specifications and Special Provisions**, the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II or the MoDOT Standard Specifications**.

Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein. When an item is the subject of both the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, the **Boone County Roadway Regulations Chapter II** shall govern the work.

TABLE OF CONTENTS

DIVISION 1 – GENERAL REQUIREMENTS

Section 01010	Summary of Work	TS.2-TS.3
Section 01320	Submittals	TS.4-TS.6
Section 01412	Stormwater Pollution Prevention Plan Compliance.....	TS.7
Section 01450	Quality Control and Testing.....	TS.8
Section 01500	Temporary Facilities and Controls.....	TS.9
Section 01550	Temporary Traffic Control	TS.10
Section 01570	Erosion Control	TS.11-TS.13
Section 01590	Restoration.....	TS.14-TS.17
Section 01600	Product Requirements	TS.18
Section 01720	Construction Staking.....	TS.19
Section 01780	Project Closeout.....	TS.20-TS.21

DIVISION 2 – SITE CONSTRUCTION

Section 02220	Removals.....	TS.22
Section 02230	Site Clearing and Grubbing.....	TS.23
Section 02300	Excavation and Embankment.....	TS.24-TS.25
Section 02335	Subgrade	TS.26
Section 02337	Dig Out Repair	TS.27
Section 02370	Rock Blanket.....	TS.28
Section 02630	Storm Drainage.....	TS.29-TS.30
Section 02720	Aggregate	TS.31
Section 02739	Prime/Tack Coats	TS.32
Section 02740	Asphaltic Concrete Paving	TS.33
Section 02741	Paving Fabric.....	TS.34-TS.36
Section 02750	Portland Cement Concrete Paving.....	TS.37
Section 02770	Concrete Curb and Gutter.....	TS.38
Section 02773	Concrete Driveway.....	TS.39
Section 02775	Concrete Sidewalk.....	TS.40

SECTION 01010 -- SUMMARY OF WORK

PART 1 -- GENERAL

1.1 PROJECT SCOPE

The project scope is as specified in the Notice to Bidders for this Project.

1.2 RELATED DOCUMENTS

- A. Plans and general provisions of Contract, including General Specifications, Technical Specifications and Special Provisions.
- B. The Contractor **shall** keep at least one set of the plans and specifications available on the site at all times for construction purposes.
- C. The Contractor **shall** keep at least one copy of the **Boone County Roadway Regulations Chapter II** on site at all times for construction purposes.

1.3 CONTRACTOR USE OF PREMISES

- A. The Contractor shall comply with all laws, ordinances, rules, and regulations applicable to the work, including Corps of Engineers and Missouri Department of Natural Resources permits when applicable.
- B. The Contractor shall confine construction equipment, storage of materials, and the operation of workers to the project site and other areas identified by the Contract Documents.
- C. The Contractor shall at all times allow for ingress and egress through the project limits by the public.
- D. The Contractor shall keep the site free from accumulated waste materials, rubbish, and other debris during the progress of the work and shall leave the site in equal or better than original condition.
- E. The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the work or adjacent properties to stresses or pressures that will endanger it.
- F. The means of the work and the safety of the Contractor's employees are solely the responsibility of the Contractor. The Contractor has contractual obligation to comply with all applicable laws and regulations including those of OSHA. At no time will the County take responsibility for either the means of the work or the safety of the Contractor's employees.

1.4 COORDINATION

- A. The work shall be constructed to accommodate the continuous ingress and egress to the abutting properties during the construction period. The Contractor shall coordinate the construction schedule and operations with the County.
- B. **The Contractor shall prepare a detailed Traffic Control/Phasing Plan if one is not included in the Project Plans and/or Details.** The phasing plan shall minimize times when sections of the roadway are completely closed. Twenty-four hours prior to any complete closure, the Contractor shall provide written notification to the abutting property owners in the immediate area and to the County.

- C. **The Contractor shall notify all utilities that may have facilities in the work area prior to starting work.** If utility services are encountered, the Contractor is responsible to have these services relocated if necessary or repaired if damaged. If a main line utility is in direct conflict to the proposed work, the Contractor shall report the conflict to the Engineer immediately. The Engineer will advise the Contractor how the conflict will be resolved. A direct conflict is defined as the existing utility occupying the exact location where the road is being constructed. Relocation and/or support of utilities which are near the construction location, but not direct conflict, shall be considered incidental to the work.
- D. The Contractor shall give the County **4 hour** notice to readiness for all required inspections, tests, or approvals, including startup or activation of system equipment.
- E. The Contractor shall restrict hours of operation from 7:00 am to 8:00 pm on Monday through Friday, except in the case of an emergency.

1.5 MEASUREMENT AND PAYMENT

Measurement and payment of the work is outlined in the individual sections of the technical portion of the project specifications and is listed on the bid document. The work will be paid for on a lump sum or unit price basis as designated in the Bid Form. **If work is not directly listed on the Bid Form, it shall be considered incidental to the total project.**

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01320 – SUBMITTALS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This section outlines the submittal procedures, construction progress schedules, proposed product list, shop Plans, product data, Manufacturers' instructions, and Manufacturers' Certifications.

1.2 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Contractor's transmittal form.
- B. Identify Project, Contractor, Subcontractor or Supplier, pertinent drawing sheet and detail number, and specification section number, as appropriate.
- C. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- D. Schedule submittals to expedite the project and deliver to County. Coordinate submission of related items.
- E. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- F. Provide space for review stamp by County.
- G. Revise and resubmit submittals as required. Identify all changes made since previous submission.
- H. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report inability to comply with provisions.
- I. Contractor shall allow 48 hours in his schedule for submittal review.
- J. Non-approved submittals shall be revised and resubmitted following the same procedure as the initial submission.
- K. Review and approval or acceptance of a submittal by the County does not relieve the Contractor of his responsibility under the Contract Documents.

1.3 CONSTRUCTION PROGRESS SCHEDULE

- A. Submit initial progress schedule at the Pre-construction Meeting. Schedule must be submitted prior to commencement of work.
 1. The Contractor shall coordinate all activities on the project;
 2. The Contractor shall notify the County 48 hours prior to the start of construction or a major increase/decrease in the work force; and
 3. The schedule shall take the form of a horizontal bar chart with a weekly breakdown of each operation or major specification section in chronological order. Alternate project management schedules with equal or greater detail will be allowed.
- B. Revise and resubmit schedules with each Application for Payment, identifying changes since previous version.
- C. Indicate estimated percentage for completion for each item of work at each submission.
- D. Indicate submittal dates required for shop Plans, product data, samples, and product delivery dates.

1.4 PROPOSED PRODUCT LIST

- A. Within 15 days after date of Notice to Proceed, submit complete list of major products proposed for use, with the name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.5 SHOP PLANS

- A. Submit two copies plus a reproducible original to be returned to the Contractor. Submittal of shop Plans requiring preparation by a license engineer or architect shall carry an original seal and signature on the two copies and the reproducible original.
- B. After review, reproduce and distribute in accordance with Article on Procedures above and maintain copies of Record Documents required for Contract Close Out.

1.6 PRODUCT DATA

- A. Submit three copies plus the required copies to be returned to the Contractor.
- B. Contractor shall mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this project.

1.7 MANUFACTURER'S INSTRUCTIONS

- A. Submit three copies plus the required copies to be returned to the Contractor.
- B. Submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing.
- C. Identify conflicts between manufacturer's instructions and contract documents.

1.8 MANUFACTURER'S CERTIFICATIONS

- A. When specified, submit manufacturer's certification to County for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certifications may be recent or previous test results on material or product, but must be acceptable to the County.

1.9 SUBMITTAL

- A. The followings items shall require submittals:
 - 1. Section 01010-Traffic Control/Phasing Plan: Shop Plans;
 - 2. Section 01570-Erosion Control Fabric: Catalog, Material List, and Certification;
 - 3. Section 01590-Topsoil: Letter stating location of topsoil source;
 - 4. Section 01590-Lime, Fertilizer, Seed and Mulch: Certification;
 - 5. Section 2330 – Aggregate: Certification;
 - 6. Section 02370-Graded Rip Rap: Certification;
 - 7. Section 02630-Pipe Material: Certification;
 - 8. Section 02739-Prime/Tack Coats: Certification;
 - 9. Section 02740-Asphaltic Concrete Mixes/Plant Mix Bituminous Mixes: Certification;
 - 10. Section 02750-Portland Cement Concrete: Certification;

11. Section 02770-Portland Cement Concrete: Certification;
12. Section 02773-Portland Cement Concrete: Certification;
13. Section 02775-Portland Cement Concrete: Certification;
14. Fencing: Wire and Posts: Certification;
15. Geotextile Fabrics: Certification;
16. Special Provisions-All submittal items listed.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01412 – STORMWATER POLLUTION PREVENTION PLAN (SWPPP) COMPLIANCE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for complying with all requirements of the Stormwater Pollution Prevention Plan (SWPPP) for this Project.

1.2 GENERAL

- A. Boone County will provide the Stormwater Pollution Prevention Plan (SWPPP) for the Project and the land disturbance permit sign.
- B. The Contractor shall be responsible for designating an erosion control inspector for the Project and installing and maintaining the land disturbance permit sign on-site.
- C. The Contractor shall be responsible for ensuring the designated erosion control inspector is responsible for:
 - 1. Conducting construction site inspections once per week minimum and within a time period not to exceed 48 hours following any storm event resulting in runoff on site. Written reports of each inspection are required.
 - 2. Reporting any non-compliance findings to the site manager.
 - 3. Updating the SWPPP with modifications to and/or addition of the proposed Best Management Practices (BMPs) that are necessary to prevent sediment/pollution from leaving the construction site.
- D. The Contractor shall be responsible for spill controls on the construction site including:
 - 1. Furnishing and storing on-site all appropriate spill cleanup supplies.
 - 2. Posting manufacturer's recommended methods for spill cleanup.
 - 3. Educating all site personnel on spill cleanup procedures and the location of the cleanup supplies and cleanup method information.
- E. The Contractor shall be responsible for completing sections of the SWPPP requiring Contractor input prior to construction.
- F. The Contractor shall be responsible for completing and signing the General Contractor's Certification section and having each subcontractor fill in and sign the Subcontractor's Certification section of the SWPPP.
- G. The Contractor or his designee shall be responsible for attending County provided stormwater or erosion control training sessions that are given during the Project.
- H. The Contractor shall be responsible for keeping the SWPPP on-site in a secure location that can be easily accessed with Contractor assistance by Boone County or any other regulatory inspection staff.
- I. The Contractor shall be responsible for providing a complete copy of the SWPPP with all amendments and site inspection reports to Boone County at no additional cost when the land disturbance permit is closed out upon final site stabilization.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of SWPPP Compliance will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for SWPPP Compliance on the Bid Form.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01450 – QUALITY CONTROL AND TESTING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for quality assurance, control of the installation of the improvements, field sampling, inspecting and testing services, manufacturers' field services, and reports.

1.2 GENERAL

- A. The County shall be allowed access to all parts of the work and shall be furnished with information and assistance, by the Contractor, as required to make a complete and detailed inspection.
- B. Control of Materials shall comply with **Section 100 of the Boone County Roadway Regulations Chapter II.**

1.3 QUALITY ASSURANCE CONTROL OF INSTALLATION

- A. It is the Contractor's responsibility to monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of quality equal or exceeding that specified.
- B. The Contractor shall comply with specified standards as defined as the minimum quality for the work.
- C. All work shall be performed by persons qualified to produce workmanship of specified quality.
- D. The Contractor shall follow manufacturer's recommendations for installation.

1.4 INSPECTION AND TESTING SERVICES

- A. The Contractor shall give the County's representative a **4 hour** notice of readiness for all required inspections, tests, or approvals.
- B. Testing will conform to the current standard specified to assure quality.
- C. **The inspection and testing fees will be responsibility of the Contractor.** There shall be no direct charge to the County for materials taken as samples, either for field tests or for laboratory tests.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Sanitary Facilities: Contractor must follow the rules and regulations of the Department of Natural Resources.
- B. Temporary Controls: Barriers, enclosures and fencing, protection of the Work, and water control.
- C. Construction Facilities: Access roads, parking, progress cleaning, and project signage.

1.2 BARRIERS

- A. The Contractor shall provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. The Contractor shall provide barricades required by governing authorities for public right of way and for public access to adjacent properties.
- C. The Contractor shall provide protection to plant life designated to remain and shall replace damaged plant life.
- D. The Contractor shall protect vehicular traffic, stored materials, and structures from damage.
- E. The Contractor shall provide fencing at any open excavations that are left unattended and at other locations as necessary to protect the work and the public.

1.3 WATER CONTROL

The Contractor shall grade the site to drain and maintain the excavations free of water. The Contractor shall provide, operate, and maintain pumping equipment.

1.4 ACCESS ROADS

- A. The Contractor shall construct and maintain temporary roads accessing the public through the construction area and maintain construction access for unimpeded traffic flow.
- B. The Contractor shall provide and maintain access to fire hydrants and keep the hydrants free from obstructions.
- C. The Contractor shall provide means of removing mud from vehicle wheels before entering the streets.
- D. The Contractor shall arrange for temporary parking areas to accommodate construction personnel. Letter authorizing such action must be submitted to the County.

1.5 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. The Contractor shall remove temporary above ground or buried utilities, equipment, facilities, materials, prior to substantial completion.
- B. The Contractor shall clean and repair damage caused by installation of temporary facilities.
- C. The Contractor shall restore the existing facilities used during construction to original conditions.

END OF SECTION

SECTION 01550 – TEMPORARY TRAFFIC CONTROL

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the placement, maintenance, and removal of traffic control devices required for this Project.

1.2 GENERAL

- A. Placement and maintenance of Traffic Control Devices shall conform to **MoDOT Section 616** and the Typical Traffic Control Details provided in the Project Plans and Details.
- B. Local traffic shall be continuously maintained on public roadway unless specific permission is granted by the County to close the roadway for a particular operation.
 - 1. If permission is granted for roadway closure, the Contractor shall provide 24 hour notification to the Joint Communications.
 - 2. The Contractor shall notify these entities upon reopening the roadway to traffic.
- C. The Contract indicates the minimum requirements for traffic control. The requirements of this specification shall not relieve the Contractor of his responsibility to protect the public.

1.3 MAINTENANCE

The Contractor shall provide a contact responsible for 24-hour maintenance of signage and traffic control devices. Phone numbers for the contact shall be provided to the County.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of traffic control devices will be made under this Contract. Payment for traffic control devices will be made at the Lump Sum contract price under Traffic Control on the Bid Form. The price shall include all labor and materials required to place, maintain, and remove devices.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Signs, cones, drums, barricades, object markers, flashing arrow panels, channeling devices, lights, and other traffic control devices shall conform to **Part 6** of the **MUTCD**.
- B. Flashing Electric Light shall conform to **MoDOT Section 616.2.1. (If Required)**

PART 3 – EXECUTION

3.1 GENERAL

- A. Placement, removal, and maintenance of Traffic Control Devices shall conform to **MoDOT Sections 616.3 through 616.3.6**.
- B. During periods of no work, the Contractor shall provide Type 2 Barricades with Flashing Lights at any open trench abutting the roadway surface at 25-foot maximum centers.
- C. Signage for specific construction operations is not listed, but shall be provided by the Contractor in accordance with the **MUTCD**.

END OF SECTION

SECTION 01570 – EROSION CONTROL

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This work shall consist of furnishing, installing, maintaining and removing temporary pollution, erosion and sediment control measures; furnishing, installing, maintaining and removing intermediate pollution, erosion and sediment control measures; furnishing and installing permanent erosion control measures; or a combination of all as shown on the Plans or as designated by the engineer.

1.2 GENERAL

- A. The Contractor shall exercise effective management practices throughout the life of the project to prevent the discharge of silt or polluted storm water from the construction site. Such practices may involve the construction of temporary berms, dikes, dams, sediment basins, slope drains, and use of temporary mulches, seeding or other control measures necessary.
- B. Pollutants such as chemicals, fuels, lubricants, bitumen, raw sewage or other harmful material shall not be discharged on or from the project. Temporary pollution control measures, such as storage and handling of petroleum products and other pollutants, shall be coordinated with temporary, intermediate and permanent erosion control measures that ensure economical, effective and continuous erosion and pollution control.
- C. The Contractor shall furnish and install temporary, intermediate and permanent erosion control measures as shown and/or noted on the Plans. The County may require additional erosion control measures to be installed by the Contractor, if needed to adequately prevent the discharge of silt and polluted storm water from the site.
- D. Erosion control measures shall comply with the **Boone County Stormwater Ordinance**.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of erosion control measures will be made. Plan quantity will be used as the basis of compensation unless additional measures are authorized to be installed by the Engineer.
- B. Payment for erosion control measures will be included in the contract bid price as follows:
 - 1. Erosion Control paid per Lump Sum as indicated on the Bid Form
 - 2. Erosion Control Blankets paid per installed Square Yard, based on **6.5' width**
- C. No measurement of erosion control maintenance will be made under this Contract. Payment will be incidental to Erosion Control.

PART 2 – PRODUCTS

2.1 TEMPORARY BERMS

Materials shall be in accordance with **Section 277** of the **Boone County Roadway Regulations Chapter II**.

2.2 TEMPORARY SLOPE DRAINS

Materials shall be in accordance with **Section 278** of the **Boone County Roadway Regulations Chapter II**.

2.3 TEMPORARY DITCH CHECKS

Materials shall be in accordance with **Section 279** of the **Boone County Roadway Regulations Chapter II**.

2.4 SEDIMENT BASINS

Materials shall be in accordance with **Section 280** of the **Boone County Roadway Regulations Chapter II**.

2.5 TEMPORARY SILT FENCE

Materials shall be in accordance with **Section 283** of the **Boone County Roadway Regulations Chapter II**.

2.6 TEMPORARY PIPE

Materials shall be in accordance with **Section 284** of the **Boone County Roadway Regulations Chapter II**.

2.7 TEMPORARY SEEDING AND MULCHING

Materials shall be in accordance with **Section 01590 - Restoration** of these Specifications.

2.8 EROSION CONTROL BLANKETS

- A. Temporary Blankets: **North American Green S150 Short-Term Blankets**, or approved equal.
- B. Light Weight Blankets: **North American Green SC150 Extended-Term Blankets, Landlok CS2**, or approved equal.
- C. Heavy Weight Blankets: **North American Green C350 Permanent Blankets, Landlok 435**, or approved equal.
- D. Staples: Wire staples as recommended by the Manufacturer.

PART 3 – EXECUTION

3.1 TEMPORARY BERMS

Installation shall be in accordance with **Section 277** of the **Boone County Roadway Regulations Chapter II**.

3.2 TEMPORARY SLOPE DRAINS

Installation shall be in accordance with **Section 278** of the **Boone County Roadway Regulations Chapter II**.

3.3 TEMPORARY DITCH CHECKS

Installation shall be in accordance with **Section 279** of the **Boone County Roadway Regulations Chapter II**.

3.4 SEDIMENT BASINS

Installation shall be in accordance with **Section 280** of the **Boone County Roadway Regulations Chapter II**.

3.5 TEMPORARY SILT FENCE

Installation shall be in accordance with **Section 283** of the **Boone County Roadway Regulations Chapter II**.

3.6 TEMPORARY PIPE

Installation shall be in accordance with **Section 284** of the **Boone County Roadway Regulations Chapter II**.

3.7 TEMPORARY SEEDING AND MULCHING

Installation shall be in accordance with **Section 01590 - Restoration** of these Specifications.

3.8 EROSION CONTROL BLANKET INSTALLATION

- A. Place seed mix, lime, and fertilizer prior to installing the blankets.
- B. Install the blankets per Manufacturer's recommendations including check slots and stapling materials.
- C. Install the blankets centered on flow line unless directed otherwise by Boone County.
- D. Anchor product so that a continuous contact with the soil surface is maintained.
- E. **Maintenance:** Inspect for erosion or undermining after storm events until vegetation is established. If erosion occurs, pull back that portion of the blanket, add tamped soil, reseed, and re-secure the blankets. If blankets should become damaged or dislocated, repair or replace as necessary.

END OF SECTION

SECTION 01590 – RESTORATION

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for installation of topsoil, lime, fertilizer, seed and mulch as shown and/or noted on the construction Plans and Specifications.

1.2 PERFORMANCE-BASED SPECIFICATION

- A. Restoration is a performance-based specification and bid item. The Contractor shall deliver permanent grass cover at a minimum of 70% density over 100% of the seeded area within 60 days of sowing.
- B. The seeded areas shall be maintained by the Contractor as necessary to assure permanent grass growth.
- C. During the one year correction period, if there are deficient areas where the grass died, where sheet and rill erosion occurred, or where gravel or other deleterious backfill material surfaces, upon notification by the County of such areas, the Contractor shall rework all such areas as necessary to bring the areas into conformance with the Specifications.
- D. In the event that upon notification of deficient areas, the Contractor fails to remedy the problems, the County shall have the work completed by other means and shall bill the charge against the Contractor's performance bond.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of Restoration will be made. Plan quantity will be used as the basis of compensation unless additional restoration areas are authorized to be installed by the Engineer.
- B. Payment for Restoration will be paid per installed Acre or Lump Sum as indicated on the Bid Form.
- C. Lime, fertilizer and Type 3 Mulch will be considered incidental to Restoration. No separate payment will be made for lime, fertilizer and mulch.
- D. No measurement of Topsoil will be made under this Contract. Payment will be incidental to Restoration unless indicated on the Bid Form.
- E. Disturbed areas outside of the authorized construction limits shall be restored at the Contractor's expense.

PART 2 – PRODUCTS

2.1 TOPSOIL MATERIAL

- A. The source of topsoil material shall be furnished by the Contractor. The County shall approve the topsoil source prior to topsoil placement.
- B. Topsoil shall be fertile, friable, and loamy soil of uniform quality, without admixture of subsoil material, and **shall be free** from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than 1 inch in diameter, and any other similar impurities. Topsoil shall be relatively free from grass, roots, weeds and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of suitable seedbed. **A minimum of 2" shall be placed on all disturbed areas unless indicated otherwise in the Plans or Special Provisions.**

2.2 LIME

- A. Lime shall be pelletized bagged lime or an agricultural lime with not less than 90 percent passing the No. 8 sieve and containing not less than 65 percent calcium carbonate equivalent.
- B. Agricultural lime shall be furnished from a source that has been tested and certified in accordance with the Missouri Agricultural Liming Materials Act. The quantity of material required to provide the specified pounds of effective neutralizing material (E.N.M.) per acre shall be determined from the producer or distributor's certification of analysis furnished by the Director of the Missouri Agriculture Experiment Station, Columbia, Missouri in accordance with the Missouri Agricultural Liming Materials Act. The Contractor shall provide a copy of this certification to the engineer prior to application.
- C. If agricultural lime is furnished as a bagged product, pelletized or otherwise, with a guaranteed product analysis shown on the bag listing the elemental properties and gradation, the E.N.M. shall be provided to the engineer. Material may be accepted on the basis of bag label analysis.

2.3 FERTILIZER

Fertilizer shall be a standard commercial product which, when applied at the proper rate, will supply the quantity of total nitrogen (N), available phosphoric acid (P_2O_5) and soluble potash (K_2O), required to meet the performance requirements of **Paragraph 1.2** of this Specification Section. Material may be accepted on the basis of bag label analysis or supplier's certification and shall comply with all applicable Missouri fertilizer laws.

2.4 SEEDING MIX

- A. Seed shall comply with the requirements of the Missouri Seed Law. Commercially available seed will be permitted, however, the percentages for purity and germination as certified by the supplier shall be subject to the approval of the Engineer.
- B. The Contractor shall submit the supplier's certifications to the engineer. Seed may be accepted on the basis of bag labels. If seed is accepted on the basis of bag labels, the Contractor shall retain the bag labels and shall write a letter to the Engineer stating the amount and type of seed.
- C. **Permanent Seeding** mixture shall match the existing grass type for each property within the project limits. **No wheat will be allowed as part of the permanent seeding mixture.**
- D. **Temporary Seeding** mixture shall be determined by the Contractor as required to adequately perform as a temporary erosion and sediment control measure.

2.5 TYPE 1 MULCH

- A. Vegetative mulch consisting of prairie hay or straw from oats, rye, wheat, or barley.
- B. Prairie Hay shall consist of any combination of Big Bluestem, Little Bluestem, Indian Grass, Sideoats Grama, and native wildflowers.
- C. Mulch shall be free of prohibited weed seed as stated in the Missouri Seed Law and shall be relatively free of all other noxious and undesirable seed.
- D. Mulch shall be clean and bright, relatively free of foreign material and be dry enough to spread properly.

2.6 TYPE 3 MULCH

- A. Vegetative mulch with overspray consists of Type 1 Mulch as defined in **Section 2.5** of this Specification Section and overspray material consists of virgin wood cellulose fibers or recycled slick paper.

- B. Virgin Wood Cellulose Fibers shall be produced by either the ground or cooked fiber process and shall have a moisture content of 15 percent by weight.
- C. Recycled Slick Paper shall be produced from printer's slick paper containing wood cellulose and kaolin clay. Recycled newsprint or cardboard are not allowed. The material shall be free of other materials or filler and shall have maximum moisture content of 8 percent by mass and a pH between 4.5 and 6.5.
- D. The overspray shall not contain any germination or growth inhibiting substances.
- E. The overspray shall be green in color after application and shall be evenly dispersed and suspended when agitated in water.
- F. The overspray shall form an absorbent cover, allowing percolation of water to the underlying soil.
- G. The mulch shall be packaged in moisture resistant bags with the net weight of the packaged material plainly shown on each bag.
- H. The mulch fibers shall not be water soluble.

PART 3 – EXECUTION

3.1 SEEDBED PREPARATION AND TOPSOIL

- A. Avoid preparing the seedbed under excessively wet conditions.
- B. The surface on which the topsoil is to be placed shall be free from rills, washes and depressions, and shall conform to the cross section shown on the Plans. It shall be free of all loose rock and foreign material greater 1 inch. The surface shall be loosened with a disk, ripper, chisel, harrow or rake to a minimum depth of 2 inches just prior to being covered with topsoil.
- C. Topsoil shall be placed and spread to a minimum depth as specified in **Paragraph 2.1.B** of this Specification Section after settling over all disturbed areas not being paved. After spreading, all large clods and foreign material shall be removed by the Contractor.

3.2 LIME

- A. Lime should be applied per soil test recommendations. Soils with a pH of six or higher need not be limed.
- B. When soil tests are not available, lime shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- C. Lime shall be thoroughly mixed into the soil to a minimum depth of 3 inches no more than 48 hours before the seed is sown unless authorized by the engineer.

3.3 FERTILIZER

- A. Fertilizer should be applied per soil test recommendations.
- B. When soil tests are not available, the Contractor shall determine the fertilizer grade and spread rate necessary to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- C. Fertilizer shall be applied evenly and thoroughly mixed into the soil to a minimum depth of 3 inches no more than 48 hours before the seed is sown unless authorized by the engineer.
- D. Lime and fertilizer shall be applied separately, but may be incorporated into the soil in one operation.

3.4 SEEDING

- A. **Permanent Seeding** mix shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- B. **Temporary Seeding** mix shall be applied evenly at a rate determined by the Contractor as required to adequately perform as a temporary erosion and sediment control measure.
- C. Apply seed evenly with a broadcast seeder, drill, cultipacker seeder, or hydroseeder. Plant seed $\frac{1}{4}$ to $\frac{1}{2}$ inches deep.
- D. Harrow, rake, or drag a chain to lightly incorporate broadcast seed. Mulch all seeded areas.
- E. Maintenance: Check seeding within 4 to 6 weeks of planting to determine if stands are of adequate thickness. Fertilize, reseed, and mulch bare and sparse areas.

3.5 TYPE 1 AND TYPE 3 MULCH APPLICATIONS

- A. All mulch shall be distributed evenly over the areas to be mulched within 24 hours following seeding operations.
- B. Following mulching operations, precautions shall be taken to prohibit foot or vehicular traffic over the mulched areas.
- C. Type 1 Mulch shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- D. Type 3 Mulch overspray shall be hydraulically applied over the vegetative mulch as a separate operation at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- E. Overspray mulch shall be mixed with water in a manner to provide a homogeneous slurry. The slurry mix shall be agitated during application to keep the ingredients thoroughly mixed.
- F. Maintenance: Any mulch that is displaced shall be replaced after the damaged area has been restored.

END OF SECTION

SECTION 01600 – PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This section includes product descriptions, product transportation and handling, and product storage and protection.

1.2 PRODUCT DESCRIPTION

- A. Products mean new material, machinery, components, equipment, fixtures, and system forming the work. It does not include machinery and equipment used for preparing, fabricating, conveying, and erecting of the work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract documents.

1.3 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with Manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 STORAGE AND PROTECTION

- A. Store and protect products in accordance with Manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01720 – CONSTRUCTION STAKING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the detailed construction staking required to construct all improvements shown on the Plans.

1.2 GENERAL

- A. Boone County will provide the horizontal and vertical survey control points shown on the Plans. The Contractor shall be responsible for maintaining all survey control points throughout the project. The Contractor shall reimburse Boone County to replace control stakes that are damaged or destroyed after construction has begun.
- B. The Contractor shall be responsible for retaining the services of a Professional Land Surveyor; licensed to practice in the State of Missouri, to provide construction staking necessary to assure that construction of the proposed improvements is occurring in the correct location.
- C. The Contractor shall be responsible for retaining the services of a Professional Land Surveyor, licensed to practice in the State of Missouri, to replace any property corner monuments, monuments associated with the United States Public Land System, or survey related monuments that are disturbed during construction. The Contractor shall notify Boone County in writing prior to removal or disturbance of any such corners or monuments.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of Construction Staking will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for Construction Staking on the Bid Form.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01780 – PROJECT CLOSEOUT

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This section outlines the procedures for pre-final inspection, final inspection and final acceptance.

1.2 PRE-FINAL INSPECTION

- A. When the Contractor considers the entire work to be complete in accordance with the Contract Documents and ready for its intended use, the Contractor shall notify the County in writing that the entire work is complete and request a Pre-Final Inspection from the County.
- B. Upon receipt of the written request, the County will schedule a Pre-Final Inspection to be held at the construction site with the County Inspector(s), County Project Manager and Contractor representatives present. The work will be inspected and any remaining punch list items will be discussed and agreed to by both parties.
- C. Following the Pre-Final Inspection, the County will issue a written response to the Contractor indicating one of the following:
 - 1. The County agrees the entire work is complete.
 - 2. The County does not consider the entire work to be complete and ready for its intended use based on the reasons given in the response. The Contractor will then need to complete the specified items and request another Pre-Final Inspection.
- D. Contract Time will not be charged between the day after the date of the Pre-Final Inspection request and the date of the County's written response following the Pre-Final Inspection. Contract Time will resume on the day after the date of the County's written response and continue until the date of the Contractor's written request for Final Inspection unless indicated otherwise in the County's response.

1.3 FINAL INSPECTION

- A. When the Contractor considers the entire work to be complete, including all punch list items identified in the Pre-Final Inspection, the Contractor shall make a written request to the County for a Final Inspection.
- B. Upon receipt of the written request, the County will schedule a Final Inspection to be held at the construction site with the County Inspector(s), County Project Manager and Contractor representatives present. The work will be inspected and any punch list items will be discussed and agreed to by both parties.
- C. Following the Final Inspection, the County will issue a written response to the Contractor indicating one of the following:
 - 1. The County agrees the entire work is complete.
 - 2. The County does not consider the entire work to be complete based on the reasons given in the response. The Contractor will then need to complete the specified final inspection punch list items and request another Final Inspection.

- D. Contract time will not be charged between the day after the date of the Final Inspection request and the date of the County's written response following the Final Inspection.
 - 1. If the County agrees the entire work is complete, Contract Time will stop.
 - 2. If the County identifies final inspection punch list items, the Contract Time will resume on the day after the date of the County's written response and continue until the date of the Contractor's written request for another Final Inspection unless indicated otherwise in the County's response.

1.4 Application for Final Payment

- A. Once the County agrees the entire work is complete, the Contractor may make an application for final payment.
- B. The application for final payment shall follow all applicable final payment and final documentation procedures described in the Contract Conditions, Sections 9, 11 and 15 of the General Specifications, and any project specific items mentioned in the Special Provisions or at the Pre-Construction Meeting.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 02220 – REMOVALS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the removal and disposal of existing materials as shown by the construction plans.

1.2 GENERAL

- A. All roadway edges shall be graded to allow for positive drainage from roadway. No shoulder or in-slope shall be allowed to remain higher than roadway unless approved by BCPW.
- B. It is the intent that the removals be complete and adequate for the intended purpose. This work shall include the removal of all items, whether in view or hidden underneath the surface of the ground, regardless of whether shown on the Plans or encountered during construction.
- C. The Contractor shall comply with all local, state, and federal requirements regarding materials, methods of work, and disposal of excess and waste materials.
- D. The Contractor shall erect barriers and shoring to protect personnel, structures, and utilities remaining intact. The Contractor shall protect on-site trees and plants noted on Plans and all off-site trees and plants from damage.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of removals will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for Removals on the Bid Form.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 PREPARATION

- A. Prior to work under this section, the Contractor shall inspect the entire site and verify with the County all objects designated to be removed or to be preserved.
- B. The Contractor shall locate existing utility lines and services traversing the site and determine the requirements for their protection. The Contractor shall preserve in operating condition all active utilities traversing the site.

3.2 CONSTRUCTION LIMITS

- A. The Contractor's operations shall be restricted to areas inside and near the right-of-way and or drainage easements or temporary construction easements as indicated on the Plans.
- B. Damage by the Contractor outside the construction easements shall be repaired at no additional expense to the County.

3.3 EXISTING SIGNAGE

The Contractor shall remove all traffic signs in conflict with the work and shall be responsible to replace said signage once work is complete, but prior to opening the road.

END OF SECTION

SECTION 02230 – SITE CLEARING AND GRUBBING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the work necessary to clear the site of existing trees, debris, and vegetation as designated in the Plans.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of site clearing will be made. Removal and disposal of the trees, debris, and vegetation in the construction area or as indicated in the Plans will be included in site clearing. The Contractor will include all labor and material costs in the Lump Sum bid price for Removals.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 CLEARING AND GRUBBING

- A. Clearing and grubbing shall comply with **Section 200** of the **Boone County Roadway Regulations Chapter II**.
- B. Removed materials shall be disposed of off the site and not allowed to accumulate on the premises.

END OF SECTION

SECTION 02300 – EXCAVATION AND EMBANKMENT

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

Providing labor, materials, equipment, and supervision necessary to complete the following:

1. Grade subsoil and conform to grades, contours, and levels as shown on the Plans,
2. Rough grading (excavation and compaction) for roadway and areas designated on the Plans,
3. Cut compaction,
4. Embankment and compaction for fill areas, and
5. Finished grade subsoil.

1.2 SITE COMPACTION TESTING

- A. ***All embankment material placed and/or cut compaction areas shall be tested by an independent testing laboratory selected by the Contractor and approved by the Engineer. All payment for costs associated with this testing shall be the Contractor's responsibility and shall be included in the contract Lump Sum price for Compaction Testing on the Bid Form. The independent testing laboratory shall furnish written documentation to the Owner certifying that the embankment placed and/or cut compaction is engineered fill meeting the specified compaction requirements. The written certification shall be prepared and sealed by a Professional Engineer licensed in the State of Missouri.***
- B. If tests indicate that compacted materials do not meet specified requirements, the Contractor shall remove defective work and replace at no cost to the County.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of excavation, cut compaction and embankment will be made. Plan quantity will be used as the basis of compensation unless:
 1. Errors are found in the original quantity or surface elevations shown on the Plans;
 2. An authorized change is made to the typical section or grade; or
 3. Rock is encountered.
- B. Payment for all soil excavation shall be included in the contract Cubic Yard bid price for Excavation on the Bid Form and shall include disposal of any excess or unsuitable material.
- C. Payment for all cut compaction shall be considered incidental to the bid price for Excavation unless a separate bid item for Cut Compaction is included on the Bid Form.
- D. Payment for all fill placement shall be included in the contract Cubic Yard bid price for Embankment and shall include placement of topsoil.
- E. Payment for all rock excavation shall be included in the contract Cubic Yard bid price for Rock Excavation on the Bid Form. If a bid price for Rock Excavation is not included on the Bid Form and rock is encountered during construction, a unit price per cubic yard shall be negotiated and approved by Change Order. **To qualify for payment, the County shall be notified immediately if rock is encountered.**

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Excavation and embankment materials shall comply with **Section 201** of the **Boone County Roadway Regulations Chapter II**.
- B. Cut compaction materials shall comply with **Section 203** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 GENERAL

- A. Excavation and embankment execution shall comply with **Section 201** of the **Boone County Roadway Regulations Chapter II**. Except that all embankment and cut compaction shall be compacted to 95% of maximum density, obtained at the optimum moisture content, as determined by AASHTO Method T-99-38. Field moisture content shall be within +/- 2% of optimal moisture at time of placement.
- B. No backfill material containing rock, debris from rock excavation, or concrete with particle sizes having a maximum dimension larger than 3" shall be placed in the upper 18 inches of the embankment.
- C. Cut compaction execution shall comply with **Section 203** of the **Boone County Roadway Regulations Chapter II**.
- D. Rock excavation is not anticipated on this Project unless indicated on the Plans or Bid Form. **The County shall be notified immediately if rock is encountered during excavation.**

END OF SECTION

SECTION 02335 – SUBGRADE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the preparation of subgrade under roadway surface.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

All costs pertaining to the preparation and restoration of subgrade shall be considered incidental to Excavation or Embankment.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 INSTALLATION

Subgrade installation shall comply with **Section 205** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02337 – DIG OUT REPAIR

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of saw cutting of existing pavement, removal of failed roadway and replacement.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. All costs pertaining to the preparation and restoration of Dig Out Repair shall be paid by the Square Yard as per the Bid Form.
- B. All work will be measured in the field for final quantities.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Materials for base rock shall be Type 2, 1 1/2" minus in conformance with **Section 210** of the **Boone County Roadway Regulations Chapter II**.
- B. Acceptance of quality and size of material may be made by visual inspection at the job site.
- C. The woven geotextile fabric shall be a **Mirafi 600X**, **Geotex 315ST**, or approved equal.
- D. Materials for Bituminous Base shall be in conformance with **Sections 02739 & 02740** of **these Specifications**.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Saw cut area as directed by on-site inspector. **See Plans and Details**.
- B. Remove area to a minimum depth of 16" & compact soil/rock.
- C. Lay Geotextile fabric over excavated area as per detail.
- D. Place 12" of Type 2, 1 1/2" minus in conformance with **Section 212** of the **Boone County Roadway Regulations Chapter II** compacted in 6" maximum lifts. When unsuitable materials are encountered below the 16" minimum depth, material shall be removed and replaced with the same aggregate base and compacted in a maximum of 6" lifts.
- E. Place 4" of Bituminous Base, 4" lift maximum on primed base rock as per **Section 225** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02370 – ROCK BLANKET

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the installation of rock blankets for erosion control at culvert outlets and other locations as designated on the Plans.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No final measurement of rock blanket will be made. Payment for rock blanket shall be included in the Contract Cubic Yard, Square Yard or Ton bid price for Type 1, Type 2 or Type 3 Rock Blanket. The required geotextile fabric will be considered incidental to the rock blanket.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Materials for Type 1 or Type 2 Rock Blanket shall be in conformance with **Section 213** of the **Boone County Roadway Regulations Chapter II**.
- B. Materials for Type 3 Rock Blanket shall be a standard 6" x 12" graded rip rap or approved equal.
- C. Acceptance of quality and size of material may be made by visual inspection at the job site.
- D. The required geotextile fabric shall be AMOCO 4553 nonwoven geotextile fabric or approved equal.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Excavate to a depth as noted on the plans at each location.
- B. Lay geotextile fabric over excavated area.
- C. Place rock to the specified thickness, elevation, and extent. Eliminate large voids.
- D. Complete the finished surface of the blanket to present an appearance free from segregation with a proportionate quantity of the larger pieces showing.
- E. Installation shall be similar to **Detail 530.03** in the **Boone County Roadway Regulations Chapter II** or as shown on the Plans and Details.

END OF SECTION

SECTION 02630 – STORM DRAINAGE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the installation of roadway, driveway and storm sewer drainage pipes, culverts and concrete drainage structures.

1.2 SUBMITTALS

Manufacturer's specifications and/or catalog data listing for pipe and special items.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Measurement and payment of storm sewer drainage pipe and culvert placement, completed in place, will be made to the nearest foot along the flow line of the pipe for that designated size and material of pipe or culvert. Transitional ditch grading required within 10 feet of the pipe inlet and/or outlet shall be considered incidental to the pipe installation unless noted otherwise on the Plans or in the Special Provisions.
- B. Measurement and payment for materials and installation of Type M inlets shall be included in the per Each bid price for the various sizes of Standard Type M Inlet and Type M Inlet With Deflectors as indicated on the Bid Form.
- C. Measurement and payment for materials and installation of side opening inlets shall be included in the per Each bid price for the various sizes of Side Opening Inlet as indicated on the Bid Form.
- D. Measurement and payment for materials and installation of junction boxes shall be included in the per Each bid price for the various sizes of Junction Box as indicated on the Bid Form.
- E. No direct payment will be made for excavation, bedding or backfill of storm sewer drainage pipes and structures or mitering culverts. Rock tickets shall be submitted to inspector for verification of bedding and backfill materials.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Corrugated metal (CMP) storm sewer drainage pipes and culverts shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II** for the material type and size indicated on the Plans.

Except:

- 1. Aluminized corrugated metal pipes are allowed.**
 - 2. All roadway pipes and stormwater pipes shall be polymeric coated or aluminized.**
 - 3. Driveway pipes may be zinc coated, aluminized or polymeric coated.**
- B. Corrugated metal connecting bands shall be a minimum of 2 feet in length and shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II**.
 - C. High density polyethylene (HDPE) storm sewer drainage pipes shall be corrugated with a smooth interior wall and shall conform to **Section 730** of the **MoDOT Standard Specifications**.
 - D. Reinforced concrete (RCP) storm sewer drainage pipes and culverts shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II**.

- E. Concrete drainage structures, including Type M Inlets, Side Opening Inlets, Junction Boxes and Reinforced Concrete Boxes, shall conform to **Section 250** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Corrugated metal (CMP) storm sewer drainage pipes and culverts shall be installed as specified in **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- B. High density polyethylene (HDPE) storm sewer drainage pipes shall be installed as specified in **Section 730** of the **MoDOT Standard Specifications**.
- C. Reinforced concrete (RCP) storm sewer drainage pipes and culverts shall be installed as specified in **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- D. Concrete drainage structures, including Type M Inlets, Side Opening Inlets, Junction Boxes and Reinforced Concrete Boxes, shall installed as specified in **Section 250** of the **Boone County Roadway Regulations Chapter II**.
- E. Elevation of pipes and structures should be determined from the Construction Plans. Minimum depth of cover over pipes and pipe bedding and backfill material shall be per the manufacturer's recommendations or as specified on the Plans.

END OF SECTION

SECTION 02720 – AGGREGATE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the placement of aggregate consisting of Type 1 (Rolled Stone) aggregate base rock on a prepared subgrade; placement of Type 2 (Granular Base) aggregate base rock and placement of Surface Aggregate (Road Rock) as shown on the plans.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of aggregate base course will be made. Plan quantity will be used as the basis of compensation unless:
 - 1. Errors are found in the original quantity or surface elevations shown on the Plans, or
 - 2. An authorized change is made to the typical section or grade.
- B. Payment for all aggregate base course will be included in the contract Square Yard bid price for the type and thickness of Aggregate Base Course on the Bid Form.
- C. Measurement of surface aggregates will be as follows: Delivery tickets displaying the net weight of delivered material, weighed by a Certified Scale, will be collected and used as the basis for payment for Surface Aggregate. However, no payment will be made for material placed that exceeds the limits shown on the plans, unless authorization is received by the Engineer prior to placement.
- D. Payment for all surface aggregate will be made at the contract per Ton bid price for Surface Aggregate, unless considered incidental to Square Yard bid price of driveway or roadway repairs.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. The materials to be used will be Type 1 aggregate base (Rolled Stone) and Type 2 (Granular Base) aggregate, as specified in **Section 210 of the Boone County Roadway Regulations Chapter II.**
- B. Surface Aggregate shall meet standard local quarry's specifications.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of all aggregates for roads and driveways shall comply with **Section 212 of the Boone County Roadway Regulations Chapter II.**

END OF SECTION

SECTION 02739 – PRIME/TACK COATS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the application for prime/tack coats to a prepared surface prior to placement of asphaltic concrete pavement. **Prime coat required for all Bit. Base laid on aggregate base rock. Tack coat is required for all lifts unless otherwise directed by inspector or engineer.**

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of prime/tack coat will be made.
- B. Payment for all prime/tack coat will be considered incidental to asphaltic concrete pavement.

PART 2 – PRODUCTS

2.1 MATERIALS

The materials and equipment for placement shall conform to **Section 223** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

Preparation of base and placement of prime coat shall comply with **Section 223** of the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**.

END OF SECTION

SECTION 02740 – ASPHALTIC CONCRETE PAVING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the placement of asphaltic concrete in one or more courses on a prepared base or underlying course in conformity with the line, grade, thickness, and typical cross section as shown on the Plans or described details.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

A. Asphaltic concrete pavement will be measured and paid for by the laid Ton or Square Yard bid price for the various types and thickness of pavement as listed on the Bid Form.

1.3 QUALITY CONTROL

A. Contractor shall be responsible to ensure all work meets specifications. No Exceptions

PART 2 – PRODUCTS

2.1 MATERIALS

A. Materials and the composition of mixture for the Plant Mix Bituminous Base Course shall conform to **MoDot Section 401**.

B. Materials and composition for the bituminous material and aggregate for asphaltic concrete shall conform to **MoDot Section 401**.

C. Materials and composition for Surface Asphaltic Concrete Pavement shall conform to **MoDot Section 401**.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of asphaltic concrete pavement shall comply with **Section 222, 223, and 225** of the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**.

END OF SECTION

SECTION 02741 – PAVING FABRIC

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The contractor is responsible for installation of GlasPave25™, manufactured by Saint-Gobain Technical Fabrics or approved equal paving fabric, as indicated on the project plans.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. The paving mat shall be paid for in accordance with these plans and specifications. The unit of measurement shall be paid for at the contract unit price per square yard installed in place. Overlaps in the paving mat will not be measured and included in the payment quantities.
- B. The accepted quantities subject to payment shall be paid for on the basis of furnishing all labor, materials (including asphalt tack coat), tools, equipment, and incidentals for performing the required work involved in furnishing and placing the mat, complete.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. GlasPave25™ is a combination of fiberglass mesh embedded into high performance polyester mats.

1. Physical Properties

Property	Test Method	Units	Type I
Mass per Unit Area	ASTM D5261	grams/m ² (oz/yd ²)	135.6 (4.0)
Wide Width Tensile Strength, MD	ASTM D4595.86	kN/m (lbs/in)	25 min (140)
Wide Width Tensile Strength, CD	ASTM D4595.86	kN/m (lbs/in)	25 min (140)
Wide Width Elongation, MD	ASTM D4595.86	%	< 5.0
Melting Point	ASTM D276	°C (°F)	>232 (>450)
Asphalt Retention	Tex-616-J	liters/ m ² (gal/yd ²)	0.453 (0.10)
Shrinkage	Tex-616-J	%	0

- B. Tack Coats – Type AC-20 or PG64-22 shall be used. When ambient temperatures are above 90°F, the use of AC-30 or PG70-10 is recommended.
1. Application Rate – Optimum application rate is 0.15 gal/sq. yd. This rate can vary +/- 0.05 gal/sq. yd. depending on the condition of the existing surface. Tack coat coverage shall be across the full width of the paving mat and over any overlaps.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Vacuum or power broom all surfaces prior to spraying a tack coat and installing the paving mat. All surfaces must be free from dirt and loose debris.
- B. All cracks greater than 1/4 in. (6 mm) must be filled with approved crack sealant and all pot holes must be repaired.
- C. If finish or profile milling has been performed, a leveling course is typically not required prior to the placement of the paving mat. This will depend on the smoothness of the surface created during the milling operation and the specific interlayer material being placed. The milling equipment and operation shall have the capability to:
 - 1. Remove asphalt concrete to a minimum depth of 1/4 in. (6 mm).
 - 2. Provide a surface relief (distance between ridges) of no more than 1/4 in. (6 mm).
 - 3. Maintain a 1/4 in. (6 mm) grade tolerance over the surface (transverse and longitudinally).
 - 4. There shall be no more than 1/4 in. (6 mm) vertical height variation between planed and un-planed surfaces at the inside edge of conform and taper mills.
 - 5. If cold planing is performed, a leveling course is required prior to the placement of the paving mat.
 - 6. A leveling course is required over all Portland cement concrete prior to placement of the paving mat.
- D. A hot asphalt cement spray tack coat must be used prior to installing the paving mat. If a chip seal is placed on top of the paving mat, then either asphalt hot spray or emulsions can be used. In not situation shall cut backs or solvent based bitumen be used.
- E. The tack coat shall be applied by a motorized distributor (spreader) that has the capability of adjusting spray rates by 1/10 gal/sq yd. The valves on the distributor bar must fan in an overlap fashion at the recommended application rate.
- F. The recommended application is 0.15 gal/sq yd or 0.70 liters/m².
- G. If the tack coat must be placed by hand, then a spray can or squeegee should be used. This practice is not recommended and should only be considered for unique circumstances.
- H. The paving mat can be placed by tractor or a distributor truck with a fabric applicator attached to the back. A full width broom shall be attached to the applicator to push the paving mat into the tack coat. If the paving mat needs to be placed by hand, then it should be broomed into the hot tack coat. Any wrinkling must be repaired by slitting and lapping in the direction of the paving train.
- I. Asphalt concrete (AC) or chip seal (CS) should be placed the same day. Vehicular traffic shall be kept off the paving mat until the AC or CS is installed.

- J. Surface and ambient temperature during fabric installation shall be warm enough to allow adequate "tack" from the asphalt binder to hold the paving fabric in place. A minimum temperature for application of most asphalt cement binders is approximately 50° F (10° C) and rising.
- K. Overlaps
1. Transverse – minimum 3 in. (75mm), Longitudinal – minimum 2 in. (50 mm)
 2. All Transverse overlaps should be "shingled" in the direction of the paving train.
- L. Protection
1. Traffic – Only construction traffic should be allowed to run on the paving mat, and no traffic should be allowed on the tack coat.
 2. All paving machines are allowed to run on the paving mat, however, all turns should be made gradually. All normally accepted paving operations, including belly dumps, etc., can be deployed. A nominal 2 in. (50 mm) asphalt overlay, with any location having a minimum compacted thickness of 1 1/2 in. (40 mm), is required. In the event that too much tack coat has been applied to the surface, then small quantities of asphalt concrete can be broadcast on the paving mat. Best practices used on any paving mat may be used on GlasPave25™.
 3. Storage – The paving mat should be stored indoors prior to use.

END OF SECTION

SECTION 02750 – PORTLAND CEMENT CONCRETE PAVING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the placement of Portland cement concrete paving at the width, thickness and locations indicated on the Plans.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.
- C. The Contractor will be held responsible for the correct alignment, grade and contour specified. **Any spots higher than one-eighth (1/8) inch in ten (10) feet for concrete pavement shall be ground to the required surface by the Contractor at his own expense.**

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of Portland cement concrete paving shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Portland Cement Concrete Pavement will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Concrete used in the construction of portland cement concrete paving shall be **Class "A"** concrete, unless otherwise specified and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II**.
- B. Reinforcing steel shall conform to **Section 238** of the **Boone County Roadway Regulations Chapter II**.
- C. Joint materials shall conform to **Section 231** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of Portland cement concrete pavement shall comply with **Section 231** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02770 – CONCRETE CURB AND GUTTER

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete curb and gutter at the width, thickness and locations indicated on the Plans.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete curb and gutter shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Curb and Gutter will be measured and paid for on a Linear Feet or Square Yard bid price as listed on the Bid Form.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Concrete used in the construction of concrete curb and gutter shall be **Class "A"** concrete, unless otherwise specified and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II**.
- B. Reinforcing steel shall conform to **Section 238** of the **Boone County Roadway Regulations Chapter II**.
- C. Joint materials shall conform to **Section 231** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of concrete curb and gutter shall comply with **Section 232** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02773 – CONCRETE DRIVEWAY

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete driveway at the thickness and locations indicated on the Plans.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete driveway shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Driveway will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

PART 2 – PRODUCTS

2.1 MATERIALS

Concrete used in the construction of concrete driveway shall be **Class "A"** concrete, unless otherwise specified and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of concrete driveway shall comply with **Section 237** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02775 – CONCRETE SIDEWALK

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete sidewalk at the width, thickness and locations indicated on the Plans.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete sidewalk shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Sidewalk will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

PART 2 – PRODUCTS

2.1 MATERIALS

Concrete used in the construction of concrete sidewalk shall be **Class "A"** concrete, unless otherwise specified, and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II** with the additional requirement that the amount of chert in crushed limestone aggregate shall not exceed two percent (2%) by weight..

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of concrete sidewalk shall comply with **Section 234** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

A. GENERAL

1.0 Except as may be otherwise provided for by the Special Provisions and the plans, the work shall be done in accordance with Sections 201 through 1092 of the Missouri Standard Specifications for Highway Construction, dated 2011, and its revisions. Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein.

B. WORK ZONE TRAFFIC MANAGEMENT PLAN

1.0 **Description.** Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as follows.

2.0 **Traffic Management Schedule.**

2.1 Traffic management schedules shall be submitted to the engineer for review prior to the start of work and prior to any revisions to the traffic management schedule. The traffic management schedule shall include the proposed traffic control measures, hours traffic control will be in place, and work hours.

2.2 The contractor shall notify the engineer prior to road closures or shifting traffic onto detours.

2.3 The engineer shall be notified as soon as practical of any postponement due to weather, material or other circumstances.

2.4 In order to ensure minimal traffic interference, the contractor shall schedule road closures for the absolute minimum amount of time required to complete the work. Roads shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed road is opened to traffic.

3.0 **Work Hour Restrictions.**

3.1 There will be no work hour restrictions with this project.

4.0 **Detours and Lane Closures.**

4.1 All traffic control signs and devices for closing the road and marking the detour as shown on the plans shall be furnished and installed by the contractor.

5.0 **Basis of Payment.** No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions, unless specified elsewhere in the contract document.

C. UTILITIES

1.0 The contractor shall be aware of the presence of utilities above and/or below the ground or in the vicinity of this project that may interfere with their operations. The contractor expressly acknowledges and assumes this risk even though the nature and extent is unknown to both the contractor and the owner at the time of bidding and award of the contract. The effect in cost or time of the presence of utilities above, below or in the vicinity of the contractor's work under this contract shall not be compensable.

1.1 The contractor agrees that any effects of the presence of the utilities, their relocation, contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay as provided in Section 105.7.3. The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, its subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

1.2 The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The contractor shall hold and save harmless the owner from damages to any utility facilities interruption of service by it or its subcontractor's operation.

2.0 It shall be noted by the contractor that the owner is a member of Missouri One Call (800 Dig Rite). Some work on this project may be in the vicinity of utility facilities, which includes but are not limited to those identified on the plans. Prior to beginning work, the contractor shall request locates from Missouri One Call. The contractor shall also notify the owner by fax (573-886-4340). The notice must be submitted a minimum of 2 and a maximum of 10 working days prior to work just as Missouri One Call requires.

D. CONSTRUCTION REQUIREMENTS

1.0 **Description.** This provision contains general construction requirements for this project.

2.0 **Construction Requirements.** Plans for the existing structure are not available. The 102' long, three span bridge is about 25' wide and has no skew. The superstructure consists of simple span, precast concrete beams. The substructure consists of four concrete pile caps with driven steel pile.

2.1 In order to assure the least traffic interference, the work shall be scheduled so that the bridge closure is for the absolute minimum amount of time required to complete the work. The bridge shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed bridge is opened to traffic.

2.2 Provisions shall be made to prevent any debris and materials from falling into the stream. Any debris and materials that falls below the bridge outside the limits mentioned previously and if determined necessary by the owner, the debris shall be removed as approved by the owner at the contractor's expense.

2.3 Provisions shall be made to prevent damage to any existing utilities. Any damage sustained to the utilities as a result of the contractor's operations shall be the responsibility of the contractor. All costs of repair and disruption of service shall be as determined by the utility owners and as approved by the owner.

2.4 The contractor shall be responsible for submitting a work plan to the engineer for review.

3.0 **Method of Measurement.** No measurement will be made.

4.0 **Basis of Payment.** Payment for the above described work will be considered completely covered by the contract unit price for other items included in the contract.

E. MATERIAL CERTIFICATION AND TESTING

The contractor shall submit certifications and substantiating test reports, furnished by the supplier or fabricator, certifying that material and manufacturing procedures conform to the specifications. There shall be no direct charge to the owner for materials taken as samples, either for field tests or for laboratory tests. If a specification of a recognized national standard agency (ASTM, AASHTO, AWWA, AWS, etc.) is designated, the material may, unless otherwise specified, meet either the designated specification or the latest revision thereof in effect at the time of letting of the contract.

Written certification for all materials shall be provided to the owner at least ten (10) days prior to subject material being incorporated into the work. The certification shall state the type, source, quantity, and other applicable information of the material and shall state that the material being supplied meets all provisions of the contract documents. This certification shall be signed by a responsible individual of the supplier.

Job control tests may be run by the owner or its representative as the work progresses to assure the owner that the project is constructed in compliance with the applicable specifications. Unless otherwise specified, all concrete shall be subject to visual inspection, job control tests, and compressive strength tests performed on job control samples. These inspections and job control tests and samples will be performed by the owner, at no expense to the contractor.

The lack of supervision or inspection by the owner shall not relieve the contractor of the responsibility to construct the project according to the plans and specifications.

F. ACCEPTANCE OF CONCRETE PANELS

Shop drawings shall be submitted to the engineer for review and approval. The approval will cover only the general design features and in no case shall this approval be considered to cover errors or omissions in the shop drawings. Quality assurance shall be the responsibility of the contractor. The owner has the option of verifying at the job the dimensions of the units and their compliance with the shop drawings.

Prior to payments for pre-cast products, the contractor shall furnish:

- A. A certification by the pre-caster that the work was done in compliance with contract specifications and substantiating test reports.
- B. Certified mill test reports including results of physical tests on the prestressed strands and reinforcement as required.
- C. Test reports on concrete cylinder breaks.

G. ACCEPTANCE OF STRUCTURAL STEEL

Shop drawings shall be submitted to the owner for review and approval. The approval will cover only the general design features, and in no case shall this approval be considered to cover errors or omissions in the shop drawings. Quality assurance shall be the responsibility of the contractor. The contractor shall utilize a fabricator that meets the appropriate American Institute of Steel Construction (AISC) certification provisions as stated in the *Missouri Standard Specifications for Highway Construction*. All welding operations, including material and personnel, shall meet the American Welding Society (AWS) specifications.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

Boone Construction Company, Inc., PO Box 853,, Columbia, MO 65205-0853

as Principal, hereinafter called Contractor, and The Hanover Insurance Company, 440 Lincoln St.,
Worcester, MA 01653

a Corporation, organized under the laws of the State of New Hampshire
 and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of **Four Hundred Eighty-Four Thousand Nine Hundred Fifty-Six and 75/100** (\$484,956.75) Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated _____ entered into a Contract with Owner for:

Project Name: High Point Lane Bridge Replacement and Box Culvert Repair - Boone County, Missouri

Project No.: Bid Number 43-13SEP12

In accordance with specifications and/or plans prepared by the County of Boone, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, If Contractor shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing hourly wages and comply with all prevailing wage requirements as provided by such Contract and applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

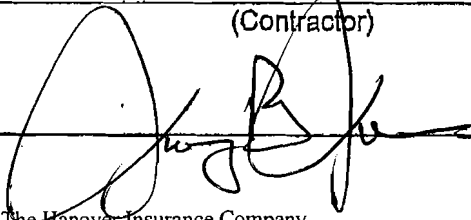
Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of Owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at _____ on this _____ day of _____, 20_____.

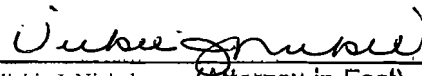
(SEAL)


Boone Construction Company, Inc.

(Contractor)
BY: 

The Hanover Insurance Company
(Surety Company)

(SEAL)

BY: 

Vickie J. Nickel (Attorney-in-Fact)
BY: 

(Missouri Representative)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of this bond).

Surety Contact Name: Raymond C. Ritchey
Insurance & Benefits Group
Phone Number: (816) 525-3156
Address: 252 NW Executive Way
Lee's Summit, MO 64063

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Raymond C. Ritchey, Jr., Casey M. Parisoff, Robert S. Kendrick, Randall A. Russell, George R. Thompson, Jr.,
Kathryn E. Johnson, Cheryl A. Maxwell, Norma J. Maude and/or Vickie J. Nickel

of Sedalia, MO and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Thirty Million and No/100 (\$30,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 26th day of April 2012.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 26th day of April 2012 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018

Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this ____ day of ____ 2012.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Glenn Margosian, Vice President

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

Boone Construction Company, Inc., PO Box 853, Columbia, MO 65205-0853

as Principal, hereinafter called Contractor, and

The Hanover Insurance Company, 440 Lincoln St.,

Worcester, MA 01653

a Corporation, organized under the laws of the State of

New Hampshire

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein defined, in the amount of

Four Hundred Eighty-Four Thousand Nine Hundred Fifty-Six and 75/100

Dollars,

(\$ 484,956.75), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated _____ entered into a Contract with Owner for:

Project Name: High Point Lane Bridge Replacement and Box Culvert Repair - Boone County, Missouri

Project No.: Bid Number 43-13SEP12

In accordance with specifications and/or plans prepared by the County of Boone which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.

B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct Contact with the Contractor, shall have given written notice to any two of the following: The Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the County or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at

_____ , on this _____ day of _____ , 20 _____

CONTRACTOR: Boone Construction Company, Inc. (Seal)

BY: [Signature]

SURETY COMPANY The Hanover Insurance Company

BY: Vickie J. Nickel
Vickie J. Nickel (Attorney-in-Fact)

BY: Raymond C. Ritchey
(Missouri Representative)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of this bond.)

Surety Contact Name: Raymond C. Ritchey Insurance & Benefits Group Phone Number: (816) 525-3156
Address: 252 NW Executive Way
Lee's Summit, MO 64052

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

**Raymond C. Ritchey, Jr., Casey M. Parisoff, Robert S. Kendrick, Randall A. Russell, George R. Thompson, Jr.,
Kathryn E. Johnson, Cheryl A. Maxwell, Norma J. Maude and/or Vickie J. Nickel**

of **Sedalia, MO** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Thirty Million and No/100 (\$30,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **26th** day of **April** 2012.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **26th** day of **April** 2012 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018

Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this ____ day of ____ 2012.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Glenn Margosian, Vice President

NOTICE TO PROCEED

RECEIVED

OCT 23 2012

BOONE COUNTY CLERK

DATE: October 19, 2012
TO: Boone Construction Company
ADDRESS: 5611 Brown Station Rd.
Columbia, MO 65202
PROJECT: Bid Number: 43-13SEP12
High Point Lane Bridge Replacement & Box Culvert Repair

You are hereby notified that the Contract Time under the above contract will commence on **November 5, 2012**. You may start performing your obligations under the Contract Documents as of this date. In accordance with Instructions to Bidders, section 4.2, Contract Time shall not exceed **10** working days.

All inspections for this project should be called in to the Boone County Resource Management office at (573) 886-4339. If the party who you wish to speak with is not in, please leave your message with the receptionist. Do not leave messages concerning an inspection on voice mail.

A minimum of 24 hours notice must be given before you start.

OWNER, Boone County, Missouri

By: Keith Austin
Date: 10/19/12

Keith Austin
Chief Construction Inspector

cc. County Clerk
Purchasing
Director
R.O.W. Department
Inspection Department
Project File

*Please add to
the Project #*

43-135EA12

Approve Oct 11, 2012

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 12

County of Boone

11th

day of October

20 12

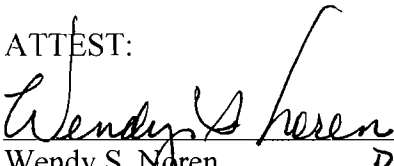
In the County Commission of said county, on the

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

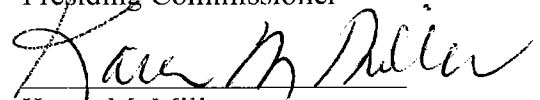
Now on this day the County Commission of the County of Boone does hereby approve the contract between the Boone County Regional Sewer District and Boone County, Missouri to install, operate and maintain a driveway and appurtenances on Boone County right of way.. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

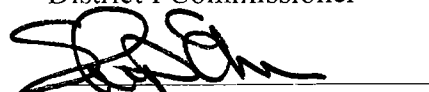
Done this 11th day of October, 2012.

ATTEST:


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


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

STATE OF MISSOURI

} ss.

County of Boone

I, Wendy A. Horen Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the 11th day of October

2012 Wendy A. Horen
Clerk County Commission

By Diane K. Buchman DC

No.

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of

|||

497

**AGREEMENT TO PERMIT BOONE COUNTY REGIONAL SEWER DISTRICT
TO INSTALL, OPERATE AND MAINTAIN A DRIVEWAY
AND APPURTENANCES ON BOONE COUNTY, STATE OF MISSOURI, RIGHT OF WAY**

THIS AGREEMENT, made this 11TH day of OCTOBER, 2012, by and between the County of Boone, a political subdivision of the State of Missouri, (hereinafter referred to as "County"), and the Boone County Regional Sewer District, a political subdivision of the State of Missouri, (hereinafter referred to as "District").

WITNESSETH:

WHEREAS, the District is engaged in the provision of wastewater collection and treatment services in the unincorporated areas of Boone County, Missouri, and,

WHEREAS, the District is desirous of expediently and economically acquiring the necessary permission to construct, operate and maintain a driveway located within the County's Right of Way; and,

WHEREAS, the parties recognize the public interest will be served by availability of a driveway to the Rocky Fork water reclamation facility on the surface of the property described in "Exhibit A."

NOW, THEREFORE, the parties agree as follows:

1. Permitted Activities on Land.

For and in consideration of Five Dollars (\$5.00) and the promises hereafter made by District, County hereby permits District to use the land described in "Exhibit A" for the assembling, construction, owning, operating, inspecting, maintaining, replacing, removing and reconstruction of a driveway and any facilities necessary for the existence of such driveway and further permits District to assemble, construct, own, operate, inspect, maintain, repair, replace, remove and reconstruct all or any of these facilities. Specifically, County hereby permits District to:

- A. Park or otherwise leave idle, machinery on the surface of the land described in "Exhibit A" which machinery will be removed from the land upon completion of the project;

B. Disturb, dig, cut, excavate, blade, shovel and entrench the surface of the earth beneath the property described in "Exhibit A" to the depth required for the installation, construction and erection of District's driveway; however, District covenants and agrees that at the conclusion of the installation, and construction of said driveway, the surface of the land will be restored to condition reasonably comparable to its condition at the time the installation and construction of said driveway commenced. Furthermore, District covenants and agrees that, except as more specifically set out below, the ground left bare by the installation of said driveway will be prepared for re-seeding and re-seeded with such grasses and/or foliage as the County deems advisable. District further agrees to the following:

1. The construction contractor shall be responsible for all disturbed areas for a period of one year following acceptance of the work from contractor in order to insure that all settling which occurs is properly filled and seeded.

C. Install, construct, operate and maintain any facilities necessary to the maintenance of the driveway.

D. Demolish, destroy, cut or open fences, if any, on or along the land described in "Exhibit A"; however, District shall replace or repair such fences and any others it may cut, open or demolish on or along the land described in "Exhibit A," in as good or better condition as before said cutting or opening, and District agrees to keep the same closed during its entry upon the land described in "Exhibit A" except at such time as it is necessary that they be open for the purposes hereof;

E. Install, maintain and use gates in all fences within the land described in "Exhibit A" which cross or hereafter might cross the route of the driveway;

F. Inspect and maintain the driveway;

2. Damages.

Any and all damages to real or personal property owned or lawfully possessed by the County which arise out of and are directly and proximately caused by District entry upon the land described in "Exhibit A" during or subsequent to the assembling, construction and erecting of its driveway and facilities or District operating, inspecting, repairing, replacing, removing and reconstructing of the driveway and facilities shall be paid by the District as such damages accrue and become ascertainable.

3. Future Cooperation Required.

District agrees that it will enter upon the land described in "Exhibit A" for the purposes permitted in Paragraph 1 hereof and no other purpose, and shall not interfere with the activities conducted on said land except to the extent required for the assembling, construction, owning, operating, inspecting, maintaining, repairing, replacing, removing, and reconstructing of District's driveway. County shall continue to use and enjoy the surface of the land described in "Exhibit A" as it did prior to the execution of this Agreement.

4. Duration of Covenants.

The premises and covenants made herein are intended by the parties to endure for as long as County controls, owns or supervises the land described in "Exhibit A" and also for so long as District operates and maintains this driveway. Therefore, in the event the land described in "Exhibit A" is sold, conveyed or bargained away, a condition subsequent of such sale shall be that the buyer/grantee of such property shall grant an easement to District which conveys rights and privileges identical to the permitted acts set forth in paragraph 1 of this Agreement, and any other rights necessary and proper to the continued operation and maintenance of District's driveway located in the property described in "Exhibit A."

5. No Representations by County.

Notwithstanding any other provision of this agreement, the County expressly makes no representations regarding the status of title to the portion of the right-of-way that is the subject of this agreement.

6. Covenant Running with the Land.

This Agreement shall constitute a covenant running with the land for the benefit of the District.

To acknowledge the solemnity of our covenants and agreements, and in witness of this agreement, we the undersigned officials, being fully authorized and empowered by our governing bodies, having set our hands as indicated below:

Executed by Boone County on the 11TH day of OCTOBER, 2012.

Executed by BCRSD on this 2nd day of October, 2012.

BOONE COUNTY, MISSOURI

By: 
Daniel K. Atwill
Presiding Commissioner

BOONE COUNTY REGIONAL SEWER DISTRICT

By: 
Thomas T. Ratermann
General Manager

ATTEST:

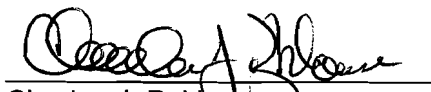
Wendy S. Noren
Clerk of the County Commission

ATTEST:



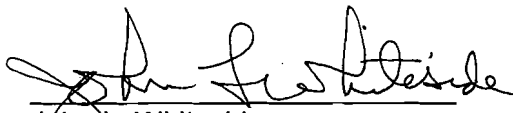
Lesley Oswald
(Assistant) Secretary

APPROVED AS TO FORM:



Charles J. Dykhouse
County Counselor

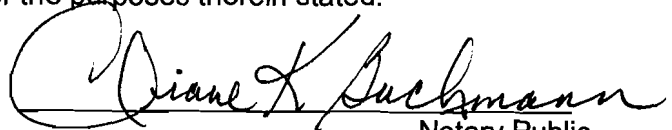
APPROVED AS TO FORM:



John L. Whiteside
General Counsel

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 11th day of OCTOBER, 2012, before me personally appeared **Daniel K. Atwill**, Presiding Commissioner, County of Boone, Missouri, known to me to be the person who executed the within agreement in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.




, Notary Public

My commission expires:

DIANE K. BUCHMANN
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires **May 30, 2015**
Commission #11549819

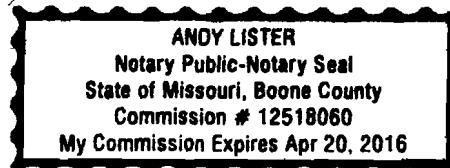
STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 2nd day of October, 2012, before me, personally appeared Thomas T. Ratermann, to me personally known, who being by me duly sworn did say that he is the General Manager of the Boone County Regional Sewer District and that said instrument was signed and sealed on behalf of said District by authority of its Board of Trustees and that he acknowledged said instrument to be the free act and deed of said District.



, Notary Public

My commission expires:



Faint, illegible text, possibly a stamp or header, located in the upper right quadrant of the page.

My Commission Expires Apr 20, 2018
Commission # 15218080
State of Missouri, Boone County
Notary Public-Notary Seal
ANDY LISTER

EXHIBIT A

Permanent Right of Use of the following described property:

All of that part of the public right of way for Rocky Fork Drive lying north of East Cedar Court, and situated between the platted lots #186 and #187, as shown on the plat of Clearview Subdivision, Plat No. 6, Replat No. 1, recorded in Plat Book 11, page 190, Records of Boone County, Missouri

498 -2012

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 12

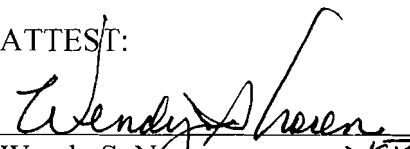
In the County Commission of said county, on the 11th day of October 20 12


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

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Friday, October 12, 2012, at 3:00 p.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by 610.021(1) RSMo. to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys, and 610.021 (3) to discuss the hiring, firing, disciplining or promoting of particular employee by a public governmental body when personal information about the employee is discussed or recorded.


Done this 11th day of October, 2012.

ATTEST:

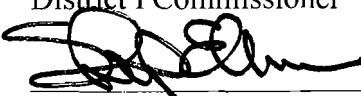

Wendy S. Noren *W.S.N.*
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

STATE OF MISSOURI

County of Boone

} ss.

I,Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

Clerk County Commission

By D.C.

No.

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of

.....