

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned

Term. 20 09

In the County Commission of said county, on the

3rd

day of March


20 09


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

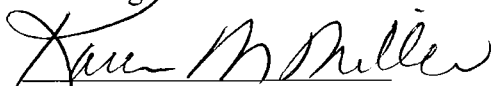
Now on this day the County Commission of the County of Boone does hereby authorize the removal of the Christina Kelly/Daniel Gwartney tract, Boone County Tax Parcel #11-903-35-00-006.02, from the proposed assessment role of the Country Squire Neighborhood Improvement District subject to the owners conveyance to the Boone County Regional Sewer District of a sanitary sewer easement across said tract.

Done this 3rd day of March, 2009.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

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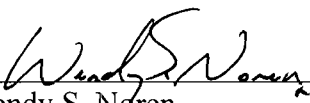
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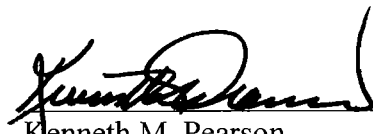
Now on this day the County Commission of the County of Boone does hereby **approve** the request by **Barbara Spencer** for a permit for a Bed & Breakfast facility on 19.2 acres located at 1850 E. Hwy 124, Hallsville with the following conditions:

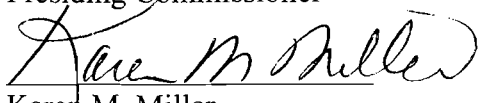
- The owner shall provide a minimum of 5 parking spaces.
- The owner shall consult with the County Building Inspection Staff and Boone County Fire Protection District to determine what, if any, fire prevention and/or protection measures are required. Any required items must be completed to the satisfaction of the appropriate agency prior to occupancy as a bed and breakfast.

Done this 3rd day of March, 2009.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


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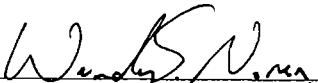
In the County Commission of said county, on the 3rd day of March 20 09

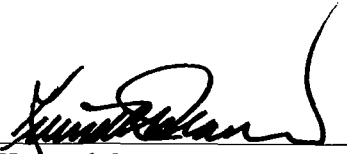
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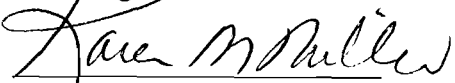
Now on this day the County Commission of the County of Boone does hereby **approve** the request by Larry W. Potterfield Revocable Trust to rezone from C-GP (Planned Commercial) to M-LP (Planned Industrial) on 3.10 acres, more or less, located at 6081 W. Van Horn Tavern Rd, Columbia.

Done this 3rd day of March, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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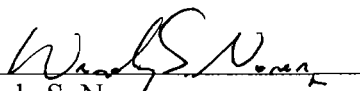
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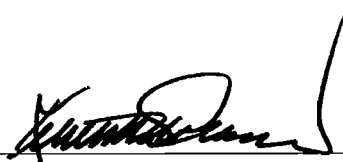
Now on this day the County Commission of the County of Boone does hereby **approve** Larry W. Potterfield Revocable Trust to approve a review plan for Midway USA West on 3.10 acres, more or less, located at 6081 W. Van Horn Tavern Rd, Columbia, with the following conditions:

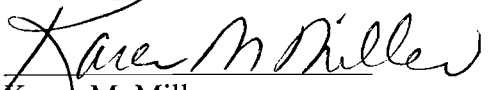
- The fire lanes and fire protection requirements must satisfy the BCFPD on any building expansion and any waterline relocation must be made in conjunction with the water district at the developer's expense.
- That driveway connections, culvert and drainage be worked out in a manner acceptable to BCPW and MoDot.

Done this 3rd day of March, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


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District II Commissioner

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In the County Commission of said county, on the 3rd day of March 20 09


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


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

Sweringen Road Plat 2. S35-T50N-R14W. A-2. C.W. Edgar, Jr. Revocable Trust, owner. Curtis E. Basinger, surveyor.

Done this 3rd day of March, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


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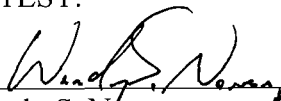
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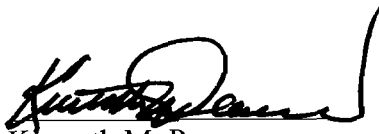
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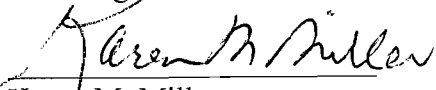
Now on this day the County Commission of the County of Boone does hereby table the request by David L. Sallee for a permit for a sewage lagoon on 5.0 acres, located at 11251 N. Hecht Rd., Hallsville, until after discussion of the subsequent request for a permit for a mobile home park.

Done this 3rd day of March, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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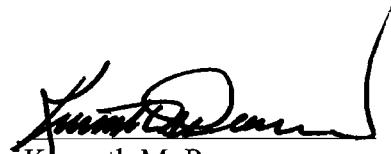
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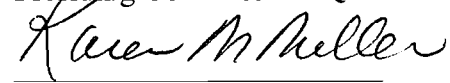
Now on this day the County Commission of the County of Boone does hereby table the requests by David L. Sallee for both a permit for a mobile home park, and a permit for a sewage lagoon, on 5.0 acres, located at 11251 N. Hecht Rd., Hallsville, and requests the applicant and opponents to submit written facts and findings on the conditional use requirements of Section 15.A(2)(a-g). The applicant and opponents shall submit said written documents to the Commission no later than 5:00 p.m. on March 16, 2009. The Commission shall hold a public hearing on March 31, 2009, at 7:00 p.m., to further discuss the tabled issues.

Done this 3rd day of March, 2009.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

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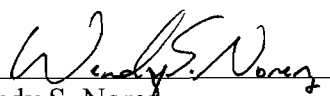
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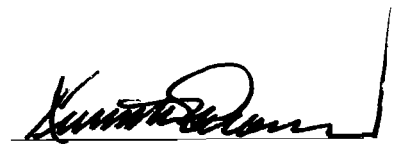
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve Amendment Number One – 38-19AUG08 – Topographic and Planimetric Mapping with The Sanborn Map Company, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said amendment.

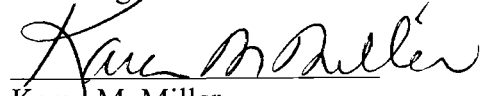
Done this 3rd day of March, 2009.

ATTEST:

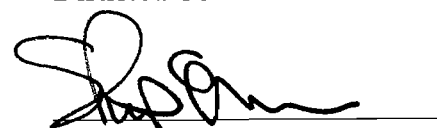

Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

**CONTRACT AMENDMENT NUMBER ONE
PURCHASE AGREEMENT FOR
TOPOGRAPHIC AND PLANIMETRIC MAPPING
BID # 38-19AUG08**

The Purchase Agreement dated October 6, 2008 made by and between Boone County, Missouri and The Sanborn Map Company, Inc. for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. REPLACE paragraph 2. *Basic Services* with the following:

2. *Basic Services* - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County services and deliverables in the bid specifications and as outlined in the Best and Final Offer #2 and Bob William's e-mail:

OPTION 1 – 2' contours and planimetrics per Attachment C and D with new LiDAR and 6" RGB ortho flight.

1. Cost for 466 sqmi – 2' Contours*	\$117,000.00
2. Cost for 877 sqmi – Planimetrics*	\$161,000.00
3. Cost for 1106 sqmi – FEMA Compliant LiDAR Flight	\$224,700.00
4. Cost for 466 sqmi – Orthophoto Flight	\$42,000.00
Total	\$544,700.00

* Includes 454 square miles of new and 12 square miles of updated 2002 topographics and full planimetrics for Boone County proper. Also includes 411 square miles of basic planimetrics (hydro and as-needed breaklines from LiDAR intensity image) for the area outside Boone County proper.

5.2 Alternate Bid:

- Express orthophoto product deliverable: \$10,900.00
- The Contractor shall provide Boone County one (1) free copy of QCoherent's LP360 for enhanced manipulation of the .las files: \$0.00
- Included in the 466 sqmi – Planimetrics, the Contractor shall provide Boone County simple 3-D buildings at no additional charge: \$0.00
- One meter cell size ESRI format DEM built from the bare earth LAS model: \$0.00

Total contract amount is \$555,600.00.

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

Commission Order: _____

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

THE SANBORN MAP COMPANY, INC.

BOONE COUNTY, MISSOURI

by Bob Williams
title Senior Vice President

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

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

68,700.00 ^{cg}

Jane E. Pitchford
Signature by Jy

2/25/09
Date

2010-71101/\$21,000.00

Appropriation Account

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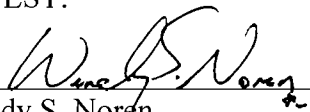
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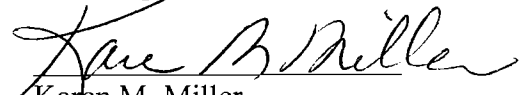
Now on this day the County Commission of the County of Boone does hereby award bid 64-21NOV08 – Generator Inspection Services to Fabick Power Systems. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 3rd day of March, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT
FOR
Generator Inspection Services**

THIS AGREEMENT dated the 3rd day of March 2009 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Fabick Power Systems** herein "Contractor".

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Generator Inspection Services**, County of Boone Request for Bid number **64-21NOV08**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated **November 21, 2008** and executed by **Randyn Sander**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the **date of award** and extend through **December 31, 2009** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **three additional one year periods** subject to the pricing clauses in the contractor's RFB response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to on the Response Form, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

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

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

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

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

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

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

FABICK POWER SYSTEMS

by Steve Aeb
 title General Mgr.
 address 101 Fabrick Drive
Fenton, MO 63026

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

[Signature]
 County Counselor

ATTEST:

[Signature]
 Wendy S. Noreh, County Clerk

AUDITOR CERTIFICATION

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

[Signature]
 Signature by [initials]

2/23/09
 Date

6100/71100 Term/Supply

No Encumbrance Required
 Appropriation Account



U.S. Background Screening

Our Business, Protecting Yours

Wednesday, February 18, 2009

To Whom It May Concern:

Our company, USBS, Inc. is a nationally certified pre-employment screening company that holds multiple government contracts, and represents countless clients who also hold government contracts.


One of our clients in particular, Fabick Cat has been entrusting their pre-employment screening needs with our firm since 2003. Recently, they brought it to our attention that they will need to begin verifying I9's through the Department of Homeland Security's "eVerify" process.

USBs, Inc. has built a direct gateway to Homeland Security on behalf of Fabick Cat. This means that the HR team at Fabick Cat can log in to their background screening account, and conduct their eVerify requests electronically, and receive their results nearly instantaneously.

Please find the enclosed documentation to support the aforementioned information.

If you have any questions, or need additional information, please do not hesitate to contact me anytime.

Sincerely,


Andrew Klein
Andrew@usbcorp.net
Director of Operations
Toll Free (866) 777.1322 ext. 100
Fax (866) 777.1323
U.S. Background Screening, Inc.
<http://www.usbcorp.net>

Los Angeles, CA |
Toll Free: (866) 777-1322
www.usbcorp.net

Client Company Summary List

[Online Resources](#) | [Tutorial](#) | [Home](#) | [Contact Us](#) | [Exit](#)

E-Verify Employment Eligibility Verification

You are viewing client companies 1-1 of 1

Client Company List

Company ID	Company Name	City	State	Address	Status	Request Date	Request Status	Termination Date	Last Updated By	Last Update Date
161423	FABICK CAT	PENNS	MD	1 FABICK DRIVE	ACTIVE	02/10/2009	N		AKLE1127	02/10/2009

[Edit](#) [Terminate](#)

[Add Client Company](#)

[View Client Companies](#)

[User Administration](#)

- [Change Password](#)
- [Fed Challenge Q&A](#)
- [Change Profile](#)

[Site Administration](#)

- [Add User](#)
- [View Users](#)
- [Maintain Company](#)
- [Terminate DA](#)
- [Termination](#)

[Reports](#)

[View Reports](#)

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)

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

Randyn Saner Territory Mgr + PSSR
Name and Title of Authorized Representative

Randyn Saner 2/4/09
Signature Date

County of Boone

Purchasing Department

4. Response Form - Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number, and the due date and time.

4.1. Company Name: Fabick Power Systems
 4.2. Address: 7841 East ABC Lane
 4.3. City/Zip: Columbia, MO 65202
 4.4. Phone Number: 314-791-3775
 4.5. Fax Number: 636-349-5951
 4.6. Federal Tax ID: 43-1523150

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

4.7. PRICING - Bidders must provide firm, fixed prices below for the original contract period for performing quarterly and annual inspections in accordance with the specifications outlined in this request for bid. In addition, the bidder must provide an hourly labor rate for repairs as well as a 'cost plus' percentage for parts. Bidder's must be able to complete entire grid.

	Location	A. Quarterly Inspection, Each	Qty	B. Total, Quarterly Inspections (A x 4)	C. Annual Inspection	Total All Inspections (B+C)
4.7.1.	Government Center	\$ 406	4	\$ 1624	\$ 340	\$ 1964
4.7.2.	Juvenile Justice Center	\$ 297	4	\$ 1188	\$ 164	\$ 1352
4.7.3.	Boone County Jail (Generator 1)	\$ 393	4	\$ 1572	\$ 378	\$ 1950
4.7.4.	Boone County Jail Fuel Station (Generator 2)	\$ 297	4	\$ 1188	\$ 171	\$ 1359
4.7.5.	Boone County Public Works	\$ 404	4	\$ 1616	\$ 616	\$ 2232
4.7.6.	Boone County Courthouse	\$ 406	4	\$ 1624	\$ 158	\$ 1782
4.7.7.	GRAND TOTAL					\$10639
4.7.8.	Rental Equipment		N/A	% over cost		WE HAVE OUR OWN RENTAL FLEET
4.9.	Repairs					
4.9.1.	Head Mechanic		\$ 21.00	/hour		
4.9.2.	Assistant Mechanic		\$ _____	/hour		
4.9.3.	Percentage over Cost for Repair Parts		10%	% over cost		

4.10.	Renewal Percentages		
4.10.1.	Maximum % Increase 2 nd Contract Period:	5 %	Per year
	Maximum % Increase 3 rd Contract Period:	5 %	
	Maximum % Increase 4 th Contract Period:	5 %	

WORK AUTHORIZATION CERTIFICATION – If Bid is in excess of \$5,000.00, Bidder must complete the Work Authorization Certification Form attached hereto.

- 4.11. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.
- 4.12. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? Yes No
- 4.13. Authorized Representative (Sign By Hand):

Randyn Saner

4.14.1. Type or Print Signed Name:

Randyn Saner

Today's Date: *11/21/08*

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name: **BOONE COUNTY HOSPITAL**
Address:

Contact Name: **GARY WILBURN**
Telephone Number: **573-815-0476**

Date of Contract: **JUNE 15, 2008**
Length of Contract: **1 YR**

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

2. Prior Services Performed for:

Company Name: **AT&T**
Address:

Contact Name: **RON ROSS**
Telephone Number: **314-378-2887**

Date of Contract: **2006**
Length of Contract: **ANNUAL**

Description of Prior Services (include dates): **GENERATOR SERVICE 2006**

3. Prior Services Performed for:

Company Name: **APAC QUARRY DIV.**
Address: **UNIVERSITY OF MO PO BOX 117**
COLUMBIA, MO

Contact Name: **KEITH ROARK**
Telephone Number: **573-690-9983**

Date of Contract:
Length of Contract:

Description of Prior Services (include dates): **GENERATOR SERVICE 2001-**

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

County of St. Louis
State of Missouri)^{ss}

My name is Randyn Sauer, I am an authorized agent of Fabick CAT (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.

[Signature]
Affiant

11/21/08
Date

Randyn Sauer
Printed Name

Subscribed and sworn to before me this 21 day of Nov, 2008

[Signature]
Notary Public





Request for Bid (RFB)

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

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

Bid Data

Bid Number: **64-21NOV08**
Commodity Title: **Generator Inspection Services Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **FRIDAY, November 21, 2008**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 209
Columbia, MO 65201**
Directions: **The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.**

Bid Opening

Day / Date: **FRIDAY, November 21, 2008**
Time: **1:30 P.M. C.T.**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: Introduction and General Conditions of Bidding**
- 2.0: Primary Specifications**
- 3.0: Response Presentation and Review**
- 4.0: Response Form**
Certification of Individual Bidder
Affidavit
Work Authorization Certification
Exhibit A-Prior Experience
Standard Terms and Conditions

1. Introduction and General Conditions of Bidding

1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.

1.2. **DEFINITIONS**

1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

Purchasing - The Purchasing Department, including its Purchasing Director and staff.

Department(s) or Office(s) - The County Department/s or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.

Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.

1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

Supplier - All business(s) entities which may provide the subject goods and/or services.

1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.

1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.

1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.

1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.

1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms.

1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.

1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the Bid;
- 3) the provisions of the Bidder's Response.

1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. **Primary Specifications**

- 2.1. **ITEMS AND/OR SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of **Generator Inspection Services** for various Boone County facilities.
- 2.1.1. The contractor shall provide all generator inspection services in accordance with any and all laws, regulations codes and standards relating to the services required in this bid request.
- 2.1.2. **Locations and Generator information:** The contractor shall inspect and/or service generators at the following locations:
- Roger B Wilson Boone County Government Center – 801 E. Walnut, Columbia, MO 65201. **Generator:** Kohler, **Model:** 50R0ZJ71, **Serial Number:** 356743, **Engine:** John Deere, **Engine Model:** 4039TF, **Engine Serial:** CD4039T170486, **Fuel:** Diesel, **Date Installed:** 1993.
 - Robert L. Perry Juvenile Justice Center – 5665 N Roger Wilson Memorial Drive, Columbia, MO 65202. **Generator:** Kohler, **Model:** 35HZ82, **Serial Number:** 355479, **Engine:** Ford, **Engine Model:** CSG-64916005-F, **Engine Serial:** 06236 A-27RA, **Fuel:** NG/Propane, **Date Installed:** 1994.
 - Boone County Jail – 2121 County Drive, Columbia, MO 65202 (There are 2 generators at this location). **Generator 1:** Kohler, **Model:** 300R07D81, **Serial Number:** 265096, **Engine:** 9.21 Detroit, **Engine Model:** 80637416, **Engine Serial:** 06VF178979, **Fuel:** Diesel, **Date Installed:** 1991. **Generator 2:** Kohler, **Model:** 10RY62, **Serial Number:** 266218, **Engine:** Ford, **Engine Model:** JNA-1751-LBA, **Engine Serial:** 04287L-06-RM, **Fuel:** Propane, **Date Installed:** ?.
 - Public Works – 5551 Hwy 63-South, Columbia, MO 65201. **Generator:** Generac, **Model:** 8734780100, **Serial Number:** 2095232, **Engine:** John Deere, **Engine Model:** 6135HF485, **Engine Serial:** RG6135L01614, **Fuel:** Diesel, **Date Installed:** 2008.
 - Boone County Courthouse – 705 E. Walnut, Columbia, MO 65201. **Generator:** Onan, **Model:** 60EN L, **Serial Number:** H91041675, **Engine:** Ford, **Engine Model:** LSG-6751-6005-1, **Engine Serial:** 08978 K-25-RG, **Fuel:** NG, **Date Installed:** 1993.
- 2.1.2. **Hours of Work:** The contractor may inspect and/or service the generators at the Boone County Jail, Boone County Public Works Building, and the Robert L. Perry Juvenile Justice Center during normal business hours, but the generators at the Roger B Wilson Boone County Government Center and Boone County Courthouse **must** be inspected and/or serviced after 6:00 p.m. The contractor must schedule all inspections and/or repairs with the Facilities Maintenance Manager.
- 2.2. **Contract Duration** - The Term and Supply Contract period shall be from Date of Award through December 31, 2009, and may be automatically renewed for up to an additional three (3) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.2.3. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the third contract period expiration if it is deemed to be in the best interest of Boone County.
- 2.2.4. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County.
- 2.2.5. **Quantity** - The quantity of services specified herein are estimates based on past usage and anticipated future requirements and as such, do not constitute a guarantee on the part of the County. The County reserves the right to add, delete, or change the service required at any time during the term of the contract.
- 2.2.6. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

- 2.3. **TECHNICAL SPECIFICATIONS** – The contractor shall provide generator inspection services in accordance with the following specifications:
 - 2.3.1. The contractor shall perform four (4) quarterly inspections of all generators at the locations listed above. The quarterly inspections must include the following:
 - 2.3.1.1. Adjust and clean ignition components,
 - 2.3.1.2. Check oil level in mechanical governors, fill to capacity,
 - 2.3.1.3. Lubricate linkages on mechanical governors or electronic actuator,
 - 2.3.1.4. Check engine antifreeze solution, fill to capacity,
 - 2.3.1.5. Check all fluid hoses for leaks and pliability,
 - 2.3.1.6. Clean sediment in bowl type fuel strainers,
 - 2.3.1.7. Check entire unit for fuel, oil, and antifreeze leakage,
 - 2.3.1.8. Adjust all drive (fan, alternator, water pump, governor, etc.) belts,
 - 2.3.1.9. Clean and refill oil bath type air cleaner-remove dust from dry element types,
 - 2.3.1.10. Check engine starter and charging alternator operations,
 - 2.3.1.11. Check AC and/or DC brushes (where applicable) for proper setting and wear,
 - 2.3.1.12. Add water, clean and grease posts on service engine cranking battery(ies),
 - 2.3.1.13. Load test battery(ies),
 - 2.3.1.14. Check battery charger operations, recalibrate,
 - 2.3.1.15. Clean collector rings,
 - 2.3.1.16. Clean static excitor,
 - 2.3.1.17. Check solid state circuits, rotating diodes, and rectifiers,
 - 2.3.1.18. Clean normal dust deposits from generator,
 - 2.3.1.19. Test run generator (under load for 20 mins.) to check operational status of instruments,
 - 2.3.1.20. Check voltage regulator output; adjust output voltage and frequency,
 - 2.3.1.21. Test all safety shut-down devices incorporated on unit such as low oil pressure, high coolant or air temperature, low coolant level, and over speed, and
 - 2.3.1.22. Check automatic transfer switch for proper voltage at contactor.
 - 2.3.1.23. The contractor must submit written quarterly field service reports to the Facilities Maintenance Manager upon completion of inspection and servicing. The contractor must include the status of the equipment and make recommendations if further parts and/or repairs are needed.
- 2.3.2. The contractor must complete one (1) annual inspection of the generators at the locations listed above in accordance with the following:
 - 2.3.2.1. Clean and apply corrosion inhibitors to lead acid battery terminals,
 - 2.3.2.2. Inspect and tighten starter motor(s) connection and wiring,
 - 2.3.2.3. Obtain engine oil sample for analysis,
 - 2.3.2.4. Change oil filters,
 - 2.3.2.5. Change engine oil,
 - 2.3.2.6. Clean primary fuel filter (if screen type),
 - 2.3.2.7. Drain water and sediment from day tank,
 - 2.3.2.8. Replace primary and secondary fuel filter elements,
 - 2.3.2.9. Inspect and lubricate governor linkages,
 - 2.3.2.10. Replace coolant filter,
 - 2.3.2.11. Check concentration level of coolant conditioner to prevent cylinder liner pitting or solder bloom,
 - 2.3.2.12. Inspect generator strip heater,
 - 2.3.2.13. Lubricate generator bearing with bearing lubricant for high speed applications,
 - 2.3.2.14. Inspect turbocharger compressor and turbine wheels, and
 - 2.3.2.15. Check turbocharger shaft and play.
 - 2.3.2.16. The contractor must submit written annual field service reports to the Facilities Maintenance Manager upon completion of inspection and servicing. The contractor must include the status of the equipment and make recommendations if further parts and/or repairs are needed.
- 2.3.3. The contractor is responsible for the costs associated with all parts, fluids, filters, hazardous waste removal, and related supplies used to complete the inspections and/or tests.
- 2.3.4. **Repair Work:** The contractor shall perform repair work as needed and must provide standard tools of the

trade. The contractor must submit a cost estimate to the Facilities Maintenance Manager based on the labor and repair parts cost submitted with this bid. The contractor shall obtain approval from the Facilities Maintenance Manager prior to beginning any repair work.

- 2.3.5. **Repair Parts:** The contractor shall supply any necessary repair parts on a cost plus basis. The contractor must provide receipts for the parts purchased.
- 2.3.6. **Rental Equipment:** The contractor shall furnish rental equipment at standard rates plus a percentage. The contractor shall provide rental tickets showing the actual rental rate.
- 2.3.7. **Transportation:** The contractor shall provide all transportation to and from the jobsite. The contractor shall bring all materials and tools needed to complete the project. Transportation from the shop to the jobsite and back shall be included in the prices outlined on the attached response form. Transportation shall not be billed or compensated separately.
- 2.3.8. **Safety:** The contractor shall follow OSHA regulations for the protection of workers and by-standers. Workers entering a confined space shall have appropriate training and rescue equipment.
- 2.3.9. **Final Inspection and Approval:** The contractor shall request the Facilities Maintenance Manager to conduct an inspection after all work is complete. Final approval is contingent upon the Facilities Maintenance Manager's final inspection.
- 2.3.10. **Property Damage:** The contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by the Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.4. **Special Conditions and Requirements**
 - 2.4.1. **Sub-Contractors:** The Contractor shall not employ subcontractors without the advance written permission of the Facilities Maintenance Manager.
 - 2.4.2. **Contractor Qualifications and Experience:** The Contractor to whom a Generator Inspection Services contract is awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years.
 - 2.4.3. **Invoices:** Invoices must be submitted to the Facilities Maintenance Department for payment which will be made 30 days after receipt of a correct and valid monthly statement.
 - 2.4.3.1. Vendor invoices, packing slips and delivery tickets must contain the County contract number.
- 2.5. **Contractor's Insurance:**
 - 2.5.1. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
 - 2.5.2. **Compensation Insurance -** The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
 - 2.5.3. **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.

- 2.5.4. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.5.5. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.6. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.7. **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.
- 2.8. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption Letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized subcontractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from unauthorized use of such project exemption certificates.

- 2.9. **LIABILITIES, RIGHTS AND REMEDIES** - The Contractor shall agree that the County shall not be responsible for any liability incurred by the Contractor or his/her employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract. No provision in this document or in the Contractor's response shall be construed, expressly or implied, as a waiver by the County of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract made by the Contractor. The Contractor shall be responsible for any and all injury or damage as a result of the Contractor's negligence involving any equipment or service provided under the terms and conditions of the contract. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the Contractor's negligence, the Contractor assumes the obligation to save and hold harmless the County, including its' officers, agents, employees and assigns, from every expense, liability, or payment arising out of such negligent act. The Contractor also agrees to hold the County, including its officers, agents, employees and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract. However the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the County, including its' agencies, employees or assigns.
- 2.10. **SALES/USE TAX EXEMPTION** - County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.11. 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 its their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.
- 2.12. **Inspection of Facilities:** It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work. The bidder may contact Bob Davidson, Facilities Maintenance Manager, at 886-4401 to schedule an inspection of the equipment prior to bid submission.
- 2.13. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in

writing, PRIOR TO BID OPENING, to Tyson Boldan, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Phone: (573) 886-4392; Fax: (573) 886-4390; or Email: tboldan@boonecountymo.org.

- 2.14. **Pricing** – Contract will be awarded based on the firm, fixed prices outlined on the attached Response Form for the initial period ending on December 31, 2009. Prices are subject to adjustment thereafter, effective on the renewal date and must remain firm through the end of the renewal period.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the proposal number and the due date and time.**
 - 3.2.2. **Advice of Award** - If you wish to be advised of the outcome of this Bid, enclose with your Response a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to awarded Bidder.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** - The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** - The County will evaluate submitted Responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
 - 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. **Response Form** – Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number, and the due date and time.

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

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

4.7. **PRICING** – Bidders must provide firm, fixed prices below for the original contract period for performing quarterly and annual inspections in accordance with the specifications outlined in this request for bid. In addition, the bidder must provide an hourly labor rate for repairs as well as a ‘cost plus’ percentage for parts. **Bidder’s must be able to complete entire grid.**

	Location	A. Quarterly Inspection, Each	Qty	B. Total, Quarterly Inspections (Ax4)	C. Annual Inspection	Total All Inspections (B+C)
4.7.1.	Government Center	\$	4	\$	\$	\$
4.7.2.	Juvenile Justice Center	\$	4	\$	\$	\$
4.7.3.	Boone County Jail (Generator 1)	\$	4	\$	\$	\$
4.7.4.	Boone County Jail Fuel Station (Generator 2)	\$	4	\$	\$	\$
4.7.5.	Boone County Public Works	\$	4	\$	\$	\$
4.7.6.	Boone County Courthouse	\$	4	\$	\$	\$
4.7.7.	GRAND TOTAL					\$
4.7.8.	Rental Equipment			% over cost		
4.9.	Repairs					
4.9.1.	Head Mechanic		\$	/hour		
4.9.2.	Assistant Mechanic		\$	/hour		
4.9.3.	Percentage over Cost for Repair Parts			% over cost		

4.10.	Renewal Percentages		
4.10.1.	Maximum % Increase 2 nd Contract Period: _____ %		
	Maximum % Increase 3 rd Contract Period: _____ %		
	Maximum % Increase 4 th Contract Period: _____ %		

4.11 **WORK AUTHORIZATION CERTIFICATION** – If Bid is in excess of \$5,000.00, Bidder must complete the Work Authorization Certification Form attached hereto.

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

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

4.14. Authorized Representative (Sign By Hand):

4.14.1. Type or Print Signed Name:

Today's Date: _____

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):



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

Phone: (573) 886- 4392 – Fax: (573) 886-4390

Standard Terms and Conditions

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for 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 shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



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

"No Bid" Response Form

Tyson Boldan, Buyer
(573) 886-4392 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

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

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

Bid: 64-21NOV08 – Generator Inspection Services Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned

Term. 20 09

In the County Commission of said county, on the

3rd

day of March

20 09

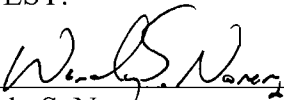
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for a 2009 furniture purchase:

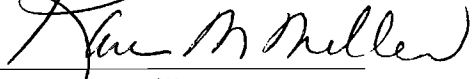
Department	Account	Department Name	Account Name	Decrease	Increase
2045	23001	Public Works – D&C	Printing	\$6,288.00	
2045	91100	Public Works – D&C	Furniture & Fixtures		\$6,288.00

Done this 3rd day of March, 2009.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 09

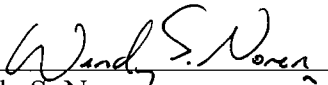
In the County Commission of said county, on the 3rd day of March 20 09

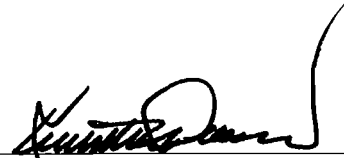
the following, among other proceedings, were had, viz:

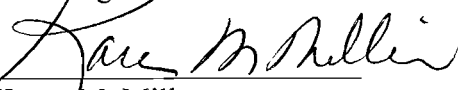
Now on this day the County Commission of the County of Boone does hereby approve the Agreement for Consultant Services with Allstate Consultants, LLC for the Sunrise Estates Subdivision Pavement Project – Phase I. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 3rd day of March, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 6th day of March, 2009, Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

Consultant Name: ALLSTATE CONSULTANTS, LLC

Project/Work Description: SUNRISE ESTATES SUBDIVISION – PAVEMENT PROJECT – PHASE I (07-555-D)

Proposal Description: See attached Scope of Services and Fee Schedule dated December 22, 2008 issued by Allstate Consultants, LLC

Modifications to Proposal: Fees and expenses shall not exceed \$29,000.00 without prior written approval of Owner.

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

ALLSTATE CONSULTANTS, LLC

By [Signature]
Title PRESIDENT

Dated: 3/06/2009

APPROVED AS TO FORM:

[Signature]
County Attorney

APPROVED:

[Signature]
Director, Boone County Public Works

BOONE COUNTY, MISSOURI

By [Signature]
Presiding Commissioner

Dated: 3/3/09

ATTEST:

[Signature]
County Clerk

CERTIFICATION:

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

[Signature] 2/17/09
Auditor [Signature] Date 2045-71102

AGREEMENT FOR ENGINEERING SERVICES

CLIENT: **BOONE COUNTY PUBLIC WORKS**
ATTN: DERIN CAMPBELL
5551 HWY 63 SOUTH
COLUMBIA, MO 65201

BILLING: **SAME AS CLIENT**

DATE: **DECEMBER 22, 2008**

PROJECT #: 08034.04

PROJECT NAME AND LOCATION:

STREET AND STORM WATER IMPROVEMENTS-PHASE 1
SUNRISE ESTATES SUBDIVISION
BOONE COUNTY, MISSOURI

SCOPE OF SERVICES / FEE FOR SERVICES:

Allstate Consultants LLC, 3312 LeMone Industrial Blvd., Columbia, MO agrees to provide engineering services for the above named project at the above listed location. These services will be provided for on a **Not-To-Exceed fee** basis as defined herein and as defined in the standard terms and conditions in Addendum A of this agreement.

Allstate Consultants LLC will complete all of the work for a **Not-To-Exceed fee** of **TWENTY-NINE THOUSAND DOLLARS (\$29,000.00)**.

The anticipated scope and schedule of work will include the following:

See the "Scope and Schedule of Work Addendum" attached hereto and incorporated herein by references as though fully set forth herein.

Reimbursable expenses and other expenses are included in the Not-To-Exceed fee unless specifically excluded in the "Scope and Schedule of Work Addendum".

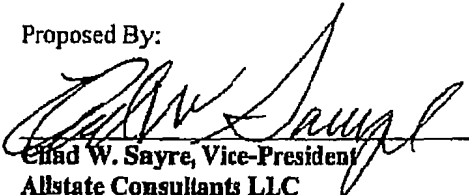
BILLING:

An invoice will be sent at the first of each month reflecting the services performed. Payment is due in 30 days and delinquent in 45 days.

CONTRACT:

Acceptance of this agreement will serve as Allstate Consultant's notice to proceed and together with the standard terms and conditions attached hereto represent the formal contractual agreement.

Proposed By:



Chad W. Sayre, Vice-President
Allstate Consultants LLC
3312 LeMone Industrial Blvd.
Columbia, MO 65201
573-875-8799 (phone)
573-875-8850 (fax)
chadsayre@allstateconsultants.net

Accepted By:

 Signature

 Date

 Print Name / Title

SCOPE AND SCHEDULE OF WORK ADDENDUM

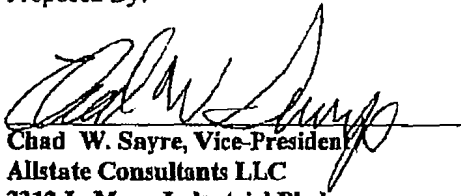
This Addendum describes the scope and schedule of work to be performed by Allstate Consultants, LLC in response to the verbal request for proposal on September 19, 2008 relating to the **Street and Storm Water Improvements-Phase 1** project located in the **Sunrise Estates Subdivision of Boone County, Missouri** and this Addendum is incorporated by reference into the attached Agreement for Engineering Services.

The anticipated scope and schedule of work will include the following:

1. Provide all necessary field survey of topography and property irons to design improvements and establish street right-of-way within the project limits. The project limits include Sunny Vale Drive from I-70 Drive Southeast to East Park Lane, Sundown Court, Sun Valley Drive, Parkview Court, West Park Lane from I-70 Drive Southeast to Sunny Vale Drive and East Park Lane from I-70 Drive Southeast to Sunny Vale Drive as illustrated on the attached Exhibit 'A'.
2. Boone County Public Works shall make a final decision on asphalt overlay thickness, subgrade repair and culvert replacement prior to construction plan preparation.
3. Prepare final construction plans and supplemental technical specifications necessary to bid and construct the project including project quantities. The plans shall conform to all existing County utility agreements and the requirements set forth in the Boone County Roadway Regulations. In general, the construction plans shall include asphalt overlay, cross-road culvert replacement, limited driveway culvert replacement, limited road ditch grading, driveway restoration and temporary erosion control.
4. Prepare and submit all required permit applications for approval from state and federal agencies. (Any application fees paid by Allstate Consultants, LLC shall be a reimbursable expense and are not included in the not-to-exceed fee for this proposal.)
5. Prepare and submit a design schedule showing all pertinent dates in the design process, including the estimated date to Purchasing, prior to the start of design work.
6. Schedule and participate in a utility meeting with the County and all utility companies within the project limits. Submit a 50% complete set of plans to all utility companies and the County at the utility meeting for review and comment. Incorporate all necessary utility/County comments into the plan set.
7. Prepare legal descriptions and exhibits necessary for the County to start the easement/right-of-way acquisition process and submit with the 50% complete set of plans.
8. Participate in an on-site field check conducted by the County and submit a 75% complete set of plans to the County for review and comment. Incorporate all comments from the review into the plan set as necessary.
9. Attend and Participate in one public meeting involving all adjacent property owners, make a presentation with necessary exhibits to convey the intention of the project, and answer questions regarding the project. This requirement may be waived at the discretion of the Public Works Director if deemed unnecessary.
10. Incorporate all comments provided by the County from the easement/right-of-way acquisition process into the plan set as necessary.
11. Submit a 95% complete set of plans to the County for review and participate in a review meeting, following the plan submission, scheduled by the County. Incorporate all comments discussed at the meeting into the plan set.
12. Provide final plans for County review a minimum of two weeks prior to the scheduled date to Purchasing.

13. Prepare an Engineer's Opinion of Probable Construction Cost and include with the 50%, 75% and 100% complete plan submittals.
14. Attend and participate in the pre-bid meeting scheduled by the County, respond to contractor questions and develop any necessary addendums.
15. Respond to contractor questions, as necessary during construction, to help resolve any plan discrepancies. (Design work associated with change orders, not related to plan discrepancies, will be billed to the County on an hourly basis at our hourly rate as defined in the Standard Terms and Conditions in Addendum A of this contract.)
16. This Proposal **does not** include environmental investigation or testing services.
17. This Proposal **does not** include geotechnical investigation or geotechnical engineering services.
18. This Proposal **does not** include construction administration services other than those defined in item number 15 above.
19. This Proposal **does not** include construction survey staking services.
20. This Proposal **does not** include construction observation or testing services.
21. This Proposal **does not** include additional services (proposed easement/right-of-way staking, additional meetings with property owners or others, etc.) related to the County's easement/right-of-way process other than those defined in items 7, 9 and 10 above. (If property title searches are required, any title search fees paid by Allstate Consultants, LLC shall be a reimbursable expense and are not included in the not-to-exceed fee for this proposal.)

Proposed By:



Chad W. Sayre, Vice-President
 Allstate Consultants LLC
 3312 LeMone Industrial Blvd.
 Columbia, MO 65201
 573-875-8799 (phone)
 573-875-8850 (fax)
 chadsayre@allstateconsultants.net

Accepted By:

Signature

Date

Print Name / Title

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 09

County of Boone

In the County Commission of said county, on the

3rd

day of March


20 09


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

Now on this day the County Commission of the County of Boone does hereby approve the Agreement for Animal Shelter and Related Services with the Central Missouri Humane Society. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 3rd day of March, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

AGREEMENT FOR ANIMAL SHELTER AND RELATED SERVICES

This agreement is made and entered into this 3rd day of March, 2009, by and between Boone County, Missouri, a non-chartered first class county and political subdivision of the state of Missouri (herein County) and the Central Missouri Humane Society, a Missouri not-for-profit corporation, (herein Humane Society).

WITNESSETH:

WHEREAS, the County has authorized by law to regulate the possession, control and disposition of animals pursuant to sections 322.090 - 322.130 RSMo, and is required to provide animal shelter for the reception and humane care of impounded animals pursuant to section 1.6.3 of the Code of Health Regulations for Boone County, Missouri, and

WHEREAS, Humane Society is agreeable to provide the County with an animal shelter and related services, and
WHEREAS, both parties wish to memorialize their agreements pertaining to same.

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

1. In addition to the services and facilities provided to County under Humane Society's agreement with the City of Columbia, the Humane Society agrees to provide County with the following services:
 - a. Provide the County with an animal shelter for the reception and humane care of impounded animals described in this agreement and provide space and care for proper observation of at least three animals per month which are seized and impounded as suspected rabies carriers.
 - b. Accept all abandoned, neglected or abused animals seized by health officials, animal control officers or law enforcement officers which are seized and impounded pursuant to provisions of Chapter 1 of the Boone County Code of Health Regulations or the provisions of Chapter 578 RSMo; all such animals shall be disposed of as provided by said health regulations or applicable statute in the event they are unclaimed.
 - c. Assist county animal control officers and/or law enforcement officials in conducting animal abuse or neglect investigations within the unincorporated areas of Boone County, Missouri.
 - d. Provide staff and/or volunteers to present educational programs to Boone County citizens as mutually deemed appropriate by County and Humane Society for purposes of teaching and promoting humane care and maintenance of animals.
2. In consideration of services rendered by Humane Society the County agrees to pay the Humane Society the sum of ten thousand two hundred and sixty dollars (\$10,260.00) for calendar year 2009.
3. This agreement shall be in effect from January 1, 2009, up to and including December 31, 2009.
4. This agreement shall be binding on the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties have cause this agreement to be executed by their properly authorized officers on the day and year first above written.

Central Missouri Humane Society
 By: Maria Jurey
 Its: President
CMHS

Boone County, Missouri
 By Boone County Commission
[Signature]
 Presiding Commissioner
Karen M. Miller
 District I Commissioner
[Signature]
 District II Commissioner

ATTEST:

County Clerk

APPROVED AS TO FORM:



County Counselor

CERTIFICATION:

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

1430-86610 \$10,260.00


Auditor Date

2/23/2009

Contract2009

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

County of Boone)
State of Missouri)ss
)

My name is MARIA A FUREY. I am an authorized agent of _____
CMHS (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.

Maria A Furey 2.20.09
Affiant Date

MARIA A FUREY
Printed Name

Subscribed and sworn to before me this 20th day of February, 2009.

Jessica Sapp
Notary Public

JESSICA SAPP
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires September 22, 2012
Commission #08641266



CHARLES J. DYKHOUSE
BOONE COUNTY COUNSELOR
601 E. WALNUT, SUITE 207
COLUMBIA, MISSOURI 65201
TELEPHONE (573) 886-4414
FAX (573) 886-4413

January 12, 2009

Central Missouri Humane Society
Attn: Director
616 Big Bear Boulevard
Columbia, MO 65202

RE: Contracts with Boone County, Missouri


Dear Director:

Enclosed please find a contract for services with Boone County, Missouri. If you are in agreement with the same, I would ask that you execute all three (3) copies of the agreement and return it to the Boone County Auditor, 801 E., Walnut, Room 205, Columbia, Missouri 65201 for further processing.

Also, the County is required to obtain additional documentation from all parties that the County contracts with where the value of the contract is in excess of \$5,000.00 pursuant to House Bill 1549 (2008). Please review the enclosed instructions for compliance and execute the Work Authorization Certification. Please return it with the Memorandum of Understanding mentioned in the instructions along with the other signed contract documents.

If you have any questions or concerns regarding the attached, please feel free to contact me.

Sincerely,



Charles J. Dykhous
Boone County Counselor

Enclosure

cc: Jessica Sapp, Boone County Commission Secretary (w/o enclosures)



CHARLES J. DYKHOUSE
BOONE COUNTY COUNSELOR

601 E. WALNUT, SUITE 207
COLUMBIA, MISSOURI 65201
TELEPHONE (573) 886-4414
FAX (573) 886-4413

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling. The link for that form is:

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Central Missouri Humane Society** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 191417

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

Employer Central Missouri Humane Society

Maria Furey

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/18/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/18/2009

Date

Company ID Number: 191417

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Central Missouri Humane Society

Company Facility Address: 616 Big Bear Blvd

Columbia, MO 65202

Company Alternate
Address:

County or Parish: BOONE

Employer Identification
Number: 430666742

North American Industry
Classification Systems
Code: 813

Parent Company: _____

Number of Employees: 20 to 99

Number of Sites Verified
for: 1

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

- MISSOURI 1 site(s)

Company ID Number: 191417

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

Name:	Maria A Furey	Fax Number:
Telephone Number:	(573) 808 - 6806	
E-mail Address:	m.furey@mchsi.com	
Name:	Patty Forister	Fax Number:
Telephone Number:	(573) 443 - 3893	
E-mail Address:	patty@cmhspets.org	

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 09

In the County Commission of said county, on the

3rd

day of March

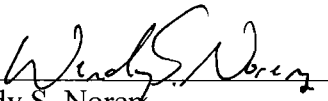
20 09

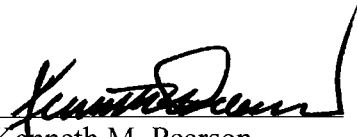
the following, among other proceedings, were had, viz:

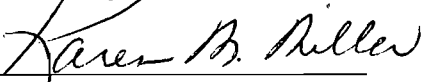
Now on this day the County Commission of the County of Boone does hereby receive and accept the conveyance of a warranty deed from Wayne and Wanda Hilgedick.

Done this 3rd day of March, 2009.

ATTEST:


Wendy S. Norer
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

91-2009



Recorded in Boone County, Missouri

Date and Time: 03/04/2009 at 08:43:30 AM

Instrument #: 2009005472 Book: 3442 Page: 98

Grantor: HILGEDICK, WAYNE

Grantee: BOONE COUNTY MISSOURI

Instrument Type: WD

Recording Fee: \$27.00 S

No. of Pages: 2

Bettie Johnson
Bettie Johnson, Recorder of Deeds



WARRANTY DEED

THIS DEED, made and entered into this 3rd day of March, 2009, by and between **Wayne and Wanda Hilgedick**, of Boone County, Missouri, parties of the First Part, **Grantors**, and **Boone County, Missouri**, a political subdivision of the State of Missouri, party of the Second Part, **Grantee**.

Grantee's mailing address is: Boone County Commission, 801 E. Walnut, Ste. 245, Columbia, Missouri 65201.

WITNESSETH, That the said parties of the first part for and in consideration of the sum of Ten Dollars and other valuable considerations paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN, AND SELL, CONVEY AND CONFIRM unto said party of the Second Part, the following described real estate situated in the County of Boone, in the State of Missouri, to-wit:

A tract of land located in the northwest quarter of the southwest quarter of Section 7, Township 45 North, Range 12 West, Boone County, Missouri, described as follows:

Starting at the West Quarter corner of Section 7, Township 45 North, Range 12 West, thence easterly, along the quarter section line, 44.0 feet to the point of beginning; from the point of beginning, continuing along the quarter section line 406.0 feet; thence southerly, perpendicular to the said quarter section line, 170.0 feet; thence westerly, parallel to the quarter section line, 148.0 feet; thence southerly perpendicular to the quarter section line, 155.0 feet; thence westerly, parallel to the quarter section line, 258.0 feet; thence northerly, perpendicular to the quarter section line, 325.0 feet to the point of beginning and containing 2.5 acres.

SUBJECT TO an easement reserved by the Grantors for access to any use of a water well on the above-described property for so long as such easement does not violate restrictions placed upon the use of the property as required by federal law and regulations thereunder and for so long as said well is maintained by the Grantors in compliance with any applicable laws or regulations at Grantor's sole expense; said easement being described as follows:

A 20 foot easement across a tract of land located in the northwest quarter of the

southwest quarter of Section 7, Township 45 North, Range 12 West, Boone County, Missouri, the easement being ten feet on each side of the following described centerline:

Starting at the West Quarter corner of Section 7, Township 45 North, Range 12 West, thence easterly, along the quarter section line, 275.0 feet to the point of beginning;

From the point of beginning, thence southerly, perpendicular to the said quarter section line, 194.0 feet; thence easterly, parallel to the quarter section line, 27.0 feet to the end of this described centerline.

TO HAVE AND TO HOLD the same, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said party of the second part forever, the said party of the first part covenanting that said party and the heirs, executors, administrators and assigns of such party shall and will WARRANT AND DEFEND the title to the premises unto the said party of the second part, and to the heirs and assigns of such party forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Wayne Hilgedick
WAYNE HILGEDICK

Wanda Hilgedick
WANDA HILGEDICK

STATE OF MISSOURI)
)ss
COUNTY OF BOONE)

On this 1st day of MARCH, 2009 before me personally appeared WAYNE HILGEDICK AND WANDA HILGEDICK, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Jessica Sapp
Notary Public
Printed Name: Jessica Sapp

My Commission Expires:

JESSICA SAPP
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires September 22, 2012
Commission #08641268

Filed for record on September 12, 1995 at 10:07:47 o'clock A.M. in Boone County, Mo., Document

No. 17218 recorded in Book 1178 page 365

BETTE JOHNSON,

Recorder of Deeds, by _____ (Deputy)

365

WARRANTY DEED

THIS DEED, made and entered into this 11 day of September, 1995 by and between Wayne and Wanda Hilgedick, husband and wife, of Boone County, Missouri, herein Grantors, and Boone County, Missouri, a political subdivision of the State of Missouri, herein Grantee.

Grantee's mailing address is: Boone County Commission, Boone County Government Center, 801 E. Walnut, Room 243, Columbia, Missouri 65201

WITNESSETH That the Grantors, for and in consideration of the sum of ten dollars and other valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said Grantee, its successors and assigns, the following described real estate situated in the County of Boone, State of Missouri, to-wit:

A tract located in the NE 1/4 of Section 18, Township 45 North, Range 12 West, Boone County, Missouri, being part of the tract shown by Boone County Survey No. 7253, and also being part of the tract described by the warranty deed recorded in Book 485, Page 614, Records of Boone County, and being more particularly described as follows:

Beginning at the SE corner of the NE 1/4 of the NE 1/4 of said Section 18, said point being point (2) of said Survey No. 7253; thence with the East line of said survey, North, a distance of 140.00 feet; thence parallel to the South line of said survey, N88° 18' W, 606.73 feet; thence parallel to the East line of said survey, South, a distance of 140.00 feet; thence with the lines of said survey, S88° 18' E, 306.73 feet; thence South, a distance of 80.00 feet; thence S88° 18' E, 300.00 feet; thence North, a distance of 80.00 feet to the point of beginning and containing 2.50 acres.

Subject to an easement reserved by the Grantors for access to any use of a water well on the above-described property for so long as such easement does not violate restrictions placed upon the use of the property as required by federal law and regulations thereunder and for so long as said well is maintained by the Seller in compliance with any applicable laws or regulations and at Seller's sole expense; said easement is described as follows:

A 20 foot easement across a tract of land located in the northwest quarter of the southwest quarter of Section 7, Township 45 North, Range 12 West, Boone County, Missouri, the easement being ten feet on each side of the following described centerline:

Starting at the West Quarter corner of Section 7, Township 45 North, Range 12 West, thence easterly, along the quarter section line, 275.0 feet to the point of beginning:

From the point of beginning, thence southerly, perpendicular to the said quarter section line, 194.0 feet; thence easterly, parallel to the quarter section line, 27.0 feet to the end of this described centerline.

Grantor hereby further reserves the right to extend underground water and electric lines from existing power pole and well on the above-described property, off the property, to adjacent land owned by Grantor at Grantor's expense so long as same is maintained by Grantor and used in connection with Grantor's farming operations and only if such extensions are permissible under federal law and regulations thereunder and only if such extensions are made within one year of the date of this deed.



STATE OF MISSOURI) ss.
 COUNTY OF BOONE)
 I, the undersigned Recorder of Deeds for said county and state do hereby certify that the foregoing instrument of writing was filed for record in my office on the 12th day of September, 1995 at 10 o'clock and 07:47 minutes AM and is truly recorded in Book 1178 page 368.
 Witness my hand and official seal on the day and year aforesaid.
 BETTIE JOHNSON, RECORDER OF DEEDS
 by Betty Johnson deputy



KATHY L. FARMER
 Notary Public - State Of Missouri
 My Commission Expires 8-8-98
Kathy L. Farmer
 Notary Public



On this 11 day of September, 1995 before me personally appeared Wayne and Wanda Hilgdeck, husband and wife, so known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.
 My TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, as my office is Boone County, Missouri, the day and year first above written.

Wanda Hilgdeck
Wayne Hilgdeck

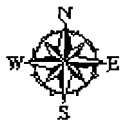
IN WITNESS WHEREOF, the said Grantors have hereunto set their hand the day and first year above written.
 TO HAVE AND TO HOLD the same together with all the rights, tenements, privileges and appurtenances to the same belonging unto the said Grantee and to its successors and assigns forever, the said Grantors hereby covenanting that said Grantors and the heirs, executors, and administrators of such Grantors shall and will warrant and defend the title to the premises unto the said Grantee and to its successors and assigns forever, against the lawful claims of all persons whomsoever.



Boone County Internet Tax Parcel Map

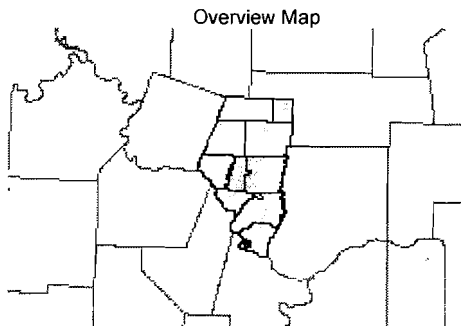
Prepared by the Boone County Planning and Building Department

573-886-4330



Aerial Photo Source:
Boone County, Ortho-rectified
Digital Imagery, April 2007.

Map generated:
2/23/2009 2:07:46 PM



Legend

- Roads
- Streams
- Political Townships
- Parcel Boundaries
- City Limits

ATTENTION!!

DISCLAIMER; READ CAREFULLY: These maps were prepared for the inventory of real property based on the utilization of deeds, plans, and/or supportive data. In addition, map files are frequently changed to reflect changes in boundaries, lot lines and other geographic features resulting from changes in ownership, development and other causes. The existence, dimension, and location of features, as well as other information, should not be relied upon for any purpose without actual field verification. The County of Boone makes no warranty of any kind concerning the completeness or accuracy of information contained on these maps and assumes no liability or responsibility for the use or reuse of these maps by persons not affiliated with Boone County. Use of these maps by any person not affiliated with Boone County constitutes agreement by the user to assume full liability and responsibility for the verification of the accuracy of information shown on these maps.