

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 12

County of Boone

} ea.

In the County Commission of said county, on the

31st

day of January

20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to move the budget for a laptop budgeted in 2012, but purchased in 2011:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2972	91301	Cyber Crimes	Computer Hardware		598.00
2972	3411	Cyber Crimes	Fed. Grant Reimb.		598.00

Done this 31st day of January, 2012.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

2011

REQUEST FOR BUDGET AMENDMENT

BOONE COUNTY, MISSOURI RECEIVED

12-31-11

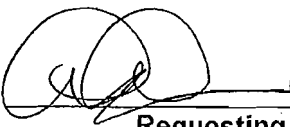
EFFECTIVE DATE

JAN 13 2012

FOR AUDITORS USE

Department				Account				BOONE COUNTY AUDITOR		(Use whole \$ amounts)		
								Department Name	Account Name	Decrease	Increase	
2	9	7	2	9	1	3	0	1	Cyber Crimes	Computer Hardware		598.00
2	9	7	2		3	4	1	1	Cyber Crimes	Fed. Grant Reimb.		598.00

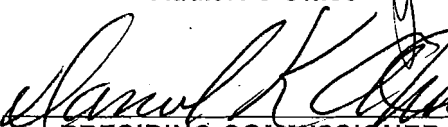
Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): Laptop budgeted in FY2012, but purchased in FY2011, Grant year runs July 2011 - June 2012.


Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments:


Auditor's Office


PRESIDING COMMISSIONER


DISTRICT I COMMISSIONER

Absent
DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

Revised 04/02

Yes one of the laptops we had crashed causing us to need another. I also didn't remember we had budgeted the laptop for 2012 but we would have still had to make arrangements to change the budget.

Andy Anderson
Boone County Sheriff's Dept.
Cyber Crimes Task Force
Task Force Coordinator
2121 County Drive
Columbia, Missouri 65202
573-442-4313
AAnderson@boonecountymo.org
www.bcsdcybercrimestaskforce.com
Member Missouri ICAC

Year	<u>2011</u>	Original Appropriation	
Dept	<u>2972 CYBER CRIMES TASK FORCE</u>	Revisions	<u>805.00</u>
Acct	<u>91301 COMPUTER HARDWARE</u>	Original + Revisions	<u>805.00</u>
Fund	<u>297 RECOVERY ACT GRANTS - REIMB</u>	Expenditures	<u>1,402.87</u>
		Encumbrances	
Class/Account	<u>A ACCOUNT</u>	Actual To Date	<u>1,402.87</u>
Account Type	<u>E EXPENSE</u>	Remaining Balance	<u>597.87-</u>
Normal Balance	<u>D DEBIT</u>	Shadow Balance	<u>597.87-</u>

Transaction Code	Effective Date	Description	Process Date	Orig Document	Amount
45	8/04/2011	STAPLES 00107797	2011	7	589.87
24	9/22/2011	2011 MJCCG CYBER CRIME GRANT	2011	76	215.00-
24	10/20/2011	INC BDGT TO ACTUAL EXP	2011	89	590.00-
45	11/02/2011	WM SUPERCENTER	2011	10	598.00
50 10	12/31/2011	BLACK BAG TECHNOLOGIES INC	2011	6971	215.00

Bottom

F2=Key Scr F3=Exit F6=Period Breakdowns F7=Transactions F8=View Document

Equipment

Item	Description	Unit Cost	Quantity	Source of Bid	% of Funding Requested	Total Cost
Blacklight Forensic Tool for Macs	Forensic Tool	\$1,899.00	1.0	Black Bag Technologies	2011 91302 ✓ 100.0	\$1,899.00
CD-DVD Reader	External CD-DVD Reader For On-Site Examination of CD's and DVD's	\$70.00	1.0	Staples	2011 23850 ✓ 100.0	\$70.00
Forensic Write-Blocking Tool For Macs	Forensic Hardware	\$215.00	1.0	Black Bag Technologies	2011 91301 ✓ 100.0	\$215.00
Laptop Computer	Laptop Computer for Search Warrant On-Site Evidence Recording and External Media Examination	\$600.00	1.0	Staples	2012 91301 ✓ 100.0	\$600.00
MacQulsition Forensic Tool	Forensic Software	\$499.00	1.0	Black Bag Technologies	2011 91302 ✓ 100.0	\$499.00
						\$3,283.00

Move to FY11 from FY12

Equipment Justification

If equipment is not included in the budget, put N/A or leave this section blank.

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

Equipment Justification

Blacklight Forensic Tool for Macs from Black Bag Technologies represents the next generation in computer forensics. This product was created by leading forensic examiners as a tool to ease the load on overburdened examiners using antiquated tool sets. It was specifically designed to analyze Mac OS X and Classic (OS 9) data, ensuring the highest levels of accuracy. BlackLight™ offers both advanced and novice users a comprehensive and intuitive forensic platform for carving, searching, analyzing, and tagging suspect data while simultaneously building a unified case report. This item will mostly be used by K.Scott Richardson.

One external CD-DVD reader will be purchased to be used on site during the service of search warrants. This external reader is necessary because often recovered CD's and DVD's are scratched or dirty which may cause problems with the ejection of the media from a computer used to examine the media on site and may cause the computer to quite working properly. This malfunction can require that the computer used by investigators to conduct the examination be disassembled in order to extract the media. By briefly examining CD's and DVD's at search warrant scenes investigators can reduce the amount of media required to be seized and later analyzed reducing the backlog of forensic examinations, reduce evidence storage requirements, and reduce examiners work load. Often by conducting on site preliminary examinations investigators can arrest suspects quicker thus increasing productivity and public safety. This item will be used by Andy Anderson, Tracy Perkins, Mark Sullivan, and K.Scott Richardson and other task force members.

Softblock Forensic write-blocking tool for Macs is a kernel-based forensic write-blocking tool that quickly identifies devices upon connection, and depending on user preference, mounts them in either a forensically sound read-only manner or a conventional read-write configuration. This product is designed for both large scale forensic lab environments as well as for individual investigators where the need is to preview and analyze one or more evidentiary devices. Offering

MAINSCR BOONE Core Budget Description Screen ADJASON 14:33:54
 Year 2012 Dept 2972 CYBER CRIMES TASK FORCE Finalized N 1/13/12
 Account 91301 COMPUTER HARDWARE CY Proj 805

Description	Qty	Amount
<u>LAPTOP</u>		<u>600</u>
	Total	<u>600</u>
<u>REMOVE FY12 BUDGET LAPTOP PURCHASED FY11 IN ERROR</u>		<u>600-</u>
	Total	<u>600-</u>

NOTES

Class _____ Class 2-8 11,907
 F1=Add Account F2=Key Scr F3=Exit
 F5=History F6=Dept Supplemental Budget
 F7=Reclassify as Supplemental F10=Notes *

	Bottom
Proposed Core	<u>600</u>
Proposed Supplemental	_____
Auditor Revisions	_____
Commission Revisions	<u>600-</u>
Total Budget	_____

Budget Year 2012
Department 2972 CYBER CRIMES TASK FORCE
Account 91301 COMPUTER HARDWARE

Description	Qty	Amount
<u>REMOVE LAPTOP</u>		<u>600</u>
	Total	<u>600</u>

Notes
AUDITOR NOTE -REMOVED- THIS WAS PURCHASED IN 2011
IN ERROR

More...

F2=Key Scr F3=Exit F12=Return

1/13/2012

FY 2011
Budget Amendments/Revisions
Cyber Crimes Task Force

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification
1	8/26/2011	2972	10100	Cyber Crimes Task Force	Salaries	45,324		Budget for 2011 portion of grant from period 07/2011-06/2012
			10110		Overtime	5,024		
			10200		FICA	3,468		
			10300		Medical	4,750		
			10325		Disability	168		
			10350		Life	54		
			10375		Dental	356		
			10400		Worker's Comp	1,537		
			10500		Retirement	650		
			23850		Minor Equipment	70		
			37200		Seminar/Conferences	2,000		
			37220		Travel	2,505		
			37230		Meals/Lodging	2,512		
			48002		Data Communications	360		
			70050		Software Service	6,360		
			71100		Outside Services	963		
			91301		Computer Hardware	215		
92302	Replacement Computer Software	2,398						
3411	Federal Grant Reimbursement	78,714						
2	9/14/2011	2972	48000	Cyber Crimes Task Force	Telephones		360	Move wireless aircard budget to once account was created for data usage
			48002		Data Communications	360		
3	9/17/2011	2972	23050	Cyber Crimes Task Force	Other Supplies	627		BA to clean up Cyber Crimes grant period 01/01/11 to 06/30/11
			23850		Minor Equipment & Tools	1,403		
			37210		Training/Schools	2,485		
			37220		Travel	495		
			37230		Meals & Lodging	2,169		
			91301		Computer Hardware	590		
			92302		Replace Computer Software	1,558		
			3411		Federal Grant Reimbursement	5,072		
4	1/13/2012	2972	91301	Cyber Crimes Task Force	Computer Hardware	598		Move budget for laptop budgeted in 2012 but purchased in 2011 Grant year runs July 2011 - June 2012
		2972	3411	Cyber Crimes Task Force	Federal Grant Reimbursement	598		

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

January Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 31st day of January 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the request by the Sheriff's Department for a transfer above the salary range midpoint for Jessica Jameson into the position of Investigator # 87, at 104% of midpoint.

Done this 31st day of January, 2012.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner
Karen M. Miller
 Karen M. Miller
 District I Commissioner

Absent
 Skip Elkin
 District II Commissioner

Transfer
**REQUEST TO HIRE ABOVE SALARY RANGE MID-POINT
 BOONE COUNTY**

Description of form: To request approval to hire between 101% - 120% of the salary range mid-point Commission Order 25-2004

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability and approves budget revision (if applicable) and forwards to Human Resource Director.
3. The Human Resource Director reviews the information, makes recommendation, and schedules the request on the Commission agenda for approval.
4. The County Commission will review all requests for a starting salary above the mid-point and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
5. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee Jessica Jameson Department SHERIFF'S DEPT. - Operations

Position Title Investigator Position No. 87

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point _____

OR Hourly: 21.36 % of Mid-Point 104%

No. of employees in this job classification within your Department? 9

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level): Jessica Jameson has worked with our department since 1/10/01 to present as a deputy; she also has attended specialized training to become an evidence technician. She was promoted during the interview process. Jessica's experience as a Deputy and as a evidence technician will benefit her as she takes on the added responsibility of investigator.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification: This salary is derived from using the lowest paid investigator salary before the 2012 merit increase. She will be making less than all other individuals in the same job classification, but starting at the same rate as the others when they transferred into investigator positions.

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices? This will not affect any other employee

Additional comments: Auditor Note: Position 87 was budgeted at \$21.39 an hour for FY12, therefore funds are available within the current appropriated Budget

Administrative Authority's Signature: [Signature] Date: 1-20-12

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.

Auditor's Signature: [Signature] Date: 01/23/12

Human Resource Director's Recommendations: Recommend approval.

Human Resource Director's Signature: [Signature] Date: 1-25-12

County Commission _____ Approve _____ Deny _____

Comment(s): _____
 Presiding Commissioner's Signature: [Signature] Date: 1-31-12

District I Commissioner's Signature: [Signature] Date: 1/31/12

District II Commissioner's Signature: Absent Date: _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 12

County of Boone

In the County Commission of said county, on the

31st

day of

January

20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the attached resolution authorizing the offering for sale of approximately \$2,190,000 principal amount of refunding certificates of participation, to achieve interest savings on certain outstanding obligations of the county. It is further ordered the County Commissioners are hereby authorized to sign the attached resolution.

Done this 31st day of January, 2012.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF APPROXIMATELY \$2,190,000 PRINCIPAL AMOUNT OF REFUNDING CERTIFICATES OF PARTICIPATION TO ACHIEVE INTEREST SAVINGS ON CERTAIN OUTSTANDING OBLIGATIONS OF THE COUNTY.

WHEREAS, in order to achieve interest savings, the County Commission of Boone County, Missouri (the "County"), hereby determines it to be in the best interests of the County to refinance the County's Special Obligation Refunding and Improvement Bonds, Series 2003 (the "Series 2003 Bonds"), which remain outstanding in the principal amount of \$2,480,000 (after the February 1, 2012 payment); and

WHEREAS, in order to provide funds for the refinancing, at a later date, the County Commission will authorize the County to enter into a lease purchase transaction whereby (1) in consideration of the deposit of funds sufficient to retire the Series 2003 Bonds and to pay closing costs relating to the refinancing, the County will lease to a trustee bank the county facilities that were acquired, constructed or improved with proceeds of the Series 2003 Bonds, or bonds refinanced by those bonds, (2) the trustee bank will immediately lease back the same facilities to the County, on an annually renewable basis, and the County will agree to make rental payments to the trustee bank, and (3) the trustee bank will deliver Refunding Certificates of Participation, Series 2012 (the "Series 2012 Certificates"), pursuant to a declaration of trust, under which the trustee bank will hold all its interests in the base lease and the lease purchase agreement for the benefit of the owners of the Series 2012 Certificates; and

WHEREAS, the County Commission hereby determines it to be in the County's best interest to appoint the firm of Piper Jaffray & Co., of Leawood, Kansas, to serve as underwriter for the Series 2012 Certificates, and to engage the firm of Gilmore & Bell, P.C. of Kansas City, Missouri, as the County's bond counsel in connection with the authorization, issuance, sale and delivery of the Series 2012 Certificates, and to authorize certain preliminary actions to be taken in connection therewith.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF THE COUNTY OF BOONE, MISSOURI, AS FOLLOWS:

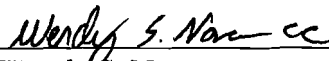
Section 1. The County Commission hereby authorizes the law firm of Gilmore & Bell, P.C., as bond counsel, to proceed with the preparation of the official statement and all legal proceedings necessary for the authorization, issuance, sale and delivery of the Series 2012 Certificates, with the final terms of such proceedings being subject to the County Commission's subsequent approval. The County Commission further authorizes the firm of Piper Jaffray & Co., as underwriter, to proceed with the offering for sale of the Series 2012 Certificates; provided that the present value of the debt service savings will be at least 5%, and provided further that the final terms of which shall be subject to the County Commission's subsequent approval.

Section 2. All officers and representatives of the County are hereby authorized and directed to take such other action as may be necessary to carry out the intent and purposes of these resolutions.

Section 3. This Resolution shall be in full force and effect from and after its approval by the County Commission.

APPROVED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI, THIS 31st DAY OF JANUARY, 2012.

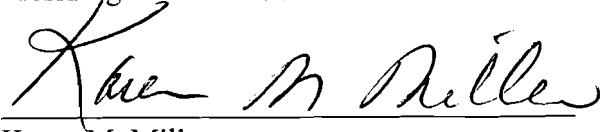
(SEAL)




Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

BOONE COUNTY, MISSOURI

REFUNDING CERTIFICATES OF PARTICIPATION SERIES 2012

REFINANCING PLAN

- ❖ Moody's "Aa3" rated (expected rating), Refunding Certificates of Participation in the amount of \$2,190,000*.
- ❖ Refinancing the Series 2003 Bonds maturing 2013-2018.
- ❖ Average interest rate of bonds being refinanced is 3.83%.
- ❖ Estimated all-in total interest cost of Aa3 rated refunding issue is 2.29%.
- ❖ Estimated Savings
 - Net Present Value Savings \$162,000
 - Percentage Savings of Refunded Bonds 6.56%
- ❖ Decreases the Reserve Fund requirement from \$524,000 to \$221,000
- ❖ Minimum savings threshold of 5% present value savings authorized.
- ❖ Closing is anticipated for approximately March 15, 2012.

**Approximate*

PiperJaffray®

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 31st day of January 20 12

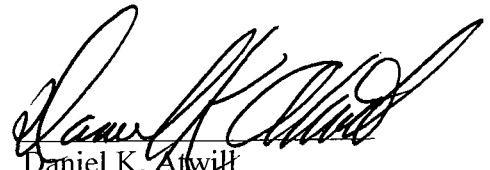
the following, among other proceedings, were had, viz:

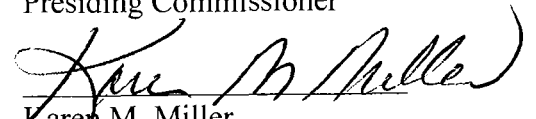
Now on this day the County Commission of the County of Boone does hereby approve the attached request by the Director of Information Technology, Aron Gish, for administrative authority to purchase laptop computers, personal computers, peripherals, and printers from cooperative contracts in FY2012.

Done this 31st day of January, 2012.

ATTEST:

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


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner



BOONE COUNTY
Department of Information Technology
ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
801 E. Walnut, Room 221
Columbia, MO 65201-4890
573-886-4319

Aron Gish

Director

DATE: January 26th, 2012

TO: Dan Atwill, Presiding Commissioner
Karen Miller, District I Commissioner
Skip Elkin, District II Commissioner

FROM: Aron Gish

SUBJECT: Administrative Authority to Purchase Laptop Computers, Personal Computers, Peripherals and Printers from Cooperative Contracts for FY2012

The purpose of this request is to seek administrative authority for the Information Technology Department to purchase laptop computers, personal computers, peripherals and printers from cooperative contracts for the fiscal year 2012. The department's authority expired 12/31/11. Cooperative contracts include the State's WWT (World Wide Technology, Inc.), NACo (National Association of Counties) and WSCA (Western States Contracting Alliance). This type of request has been made and approved for each of the past 11 years.

Following are excerpts from past commission minutes:

"Commissioner Miller stated ... that the department is requesting the ability of the department to purchase these products from State contract, in an as needed basis. This is efficient and is cost effective for the County. There are three cooperative contracts, two are national, and the other is state. The Purchasing Department is in agreement that this is the best way for the County to go.

Commissioner Elkin stated he spoke with Melinda Bobbitt about this and she told him that there could be up to two hundred bids, from across the nation, for these items.

Commissioner Miller stated it is hard to know if someone has the support to be able to fulfill the bid. Many times John Patton, County Counsel, has had to help the County get out of contracts because people were not able to meet the contract that was signed. This is the best solution as fast as technology moves.

Commissioner Miller moved to approve the request from the Information Technology Department for Administrative Authority to purchase laptop computers, personal computers, peripherals and printers from cooperative contracts for the fiscal year 2002.

Commissioner Elkin seconded the motion. There was no discussion or public comment. The motion passed 2-0."

A commission order was approved January 20th, 2011 to cover FY11. The same reasons still apply for the need to have this Administrative Authority granted for FY2012.

Thank you for your consideration.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

January Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 31st day of January 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the contract between the City of Columbia and Boone County, Missouri for Grissum Building urban stormwater retrofits and BMP validation in the Hinkson Creek and Bear Creek Watersheds. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 31st day of January, 2012.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner
Karen M. Miller
 Karen M. Miller
 District I Commissioner

Absent
 Skip Elkin
 District II Commissioner



CITY OF COLUMBIA, MISSOURI

PUBLIC WORKS DEPARTMENT

January 24, 2012

Georganne Bowman
Stormwater Coordinator
Resource Management, 3rd floor
Boone County Government Center
Columbia, MO 65201

RE: *Grissum Bldg Urban Stormwater Retrofits and BMP Validation in Hinkson Creek and Bear Creek Watersheds*

Please find enclosed three copies of the Cooperative Agreement relating to Grissum Building Urban Stormwater Retrofits and BMP validation in the Hinkson Creek and Bear Creek Watersheds project approved by City Council on January 17, 2012. Also enclosed is a copy of City Ordinance 021214 approving execution of this agreement. I would appreciate if you could obtain signatures and return one original agreement to my attention.

If you have any questions concerning this cooperative agreement, please feel free to contact me at Ph# (573) 874-7255.

DEPARTMENT OF PUBLIC WORKS

Kim McCulloch
Management Support Specialist

Enclosure

c: Erin Keys, P.E.

021214

Environmental Record
Water & Stormwater Office

Introduced by McDavid

First Reading 1-3-12

Second Reading 1-17-12

Ordinance No. 021214

Council Bill No. B 7-12

AN ORDINANCE

authorizing a cooperative agreement with Boone County, Missouri relating to Grissum Building Urban Stormwater Retrofits and BMP validation in the Hinkson Creek and Bear Creek watersheds; appropriating funds; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a cooperative agreement with Boone County, Missouri relating to the Grissum Building Urban Stormwater Retrofits and BMP validation in the Hinkson Creek and Bear Creek watersheds. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. The sum of \$211,745.00 is hereby appropriated from the County Revenues Account No. 558-0000-463.10-00, C49102 to the Grissum Building Water Quality Project Account No. 558-6688-881.49-90, C49102.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

PASSED this 17th day of January, 2012.

ATTEST:

[Signature]
City Clerk

[Signature]
Mayor and Presiding Officer

**COOPERATIVE AGREEMENT
GRISSUM BUILDING URBAN STORMATER RETROFITS**

THIS AGREEMENT dated the 31 day of January, 2012, is made and entered into by and between Boone County, Missouri, a first class non-charter county, by and through its County Commission, herein "County," and the City of Columbia, a charter city and municipal corporation, herein "City."

WHEREAS, County and City are empowered to enter into a cooperative agreement for the purposes stated herein pursuant to RSMo §70.220; and

WHEREAS, County and City have cooperated with each other in the procurement of certain grant funds in connection with a proposal submitted by County to the Missouri Department of Natural Resources (MDNR), the **Hinkson Creek Urban Retrofit Project**, Project Number G11-NPS-12; and

WHEREAS, County and City intend this agreement to memorialize their mutual expectations regarding the implementation of the Urban Stormwater Retrofit and BMP Validation in Hinkson and Bear Creek Watersheds as it pertains to the City's Grissum Building at 1313 Lakeview Drive, Columbia, Missouri 65201 (the Grissum Site); and

WHEREAS, the goal of the project and this Agreement is to reduce flooding through the installation of certain stormwater Best Management Practices (BMPs) at the Grissum Site, monitor the installed retrofits to evaluate effectiveness, and provide for educational information regarding stormwater BMPs.

NOW, THEREFORE, the County and City agree as follows:

1. **Contract Documents.** This Agreement shall consist of the grant documents associated with MDNR's Project Number G11-NPS-12 (Hinkson Creek Urban Retrofit Project), including Attachment A-1 (the Subgrant Award) and Attachment B (the Budget), and this Cooperative Agreement.
2. **County Agreements.** In order to effectuate the terms of the Subgrant, the County agrees to:
 - a. Provide contract management;
 - b. Administer grant reporting responsibilities, including quarterly reports, invoicing, annual reports, final reports, and other reports reasonably required by MDNR;
 - c. Participate in progress meetings with appropriate City staff;
 - d. Track project progress to ensure timely performance;
 - e. Cooperate with City staff to ensure that any products purchased are approved by MDNR and carry appropriate credit language;
 - f. Provide a timely review of invoice documentation and disbursement of funds to City or City's contractors for completed work;
 - g. Cooperate with City in the development of a photo journal of installed BMPs and other aspects of this Agreement;

- h. Cooperate with the City in monitoring the effectiveness of installed BMPs in accordance with the Quality Assurance Project Plan (QAPP) submitted to MDNR.

3. **City Agreements.** In order to effectuate the terms of the Subgrant, the City agrees to:

- a. Oversee the design and construction of six (6) BMPs on the Grissum Site, to include the following:
 - i. Step pool stormwater conveyance;
 - ii. Bioswales;
 - iii. Bioretention;
 - iv. Raingardens;
 - v. Underground detention; and
 - vi. Pervious asphalt.
- b. Develop and submit to County bid specifications and contracts for all expenditures over Three Thousand Dollars (\$3,000.00) so that same may be filed with MDNR for MDNR's approval;
- c. Ensure BMPs are functioning as intended after installation, and maintain the installed BMPs so as to maximize their useful life;
- d. Develop educational materials on the installation and maintenance of stormwater BMPs for City employees, contractors, and JobPoint workshops;
- e. Conduct training events with City employees, contractors, and JobPoint students;
- f. Conduct education and awareness events that will target residents, students, and visitors;
- g. Assist in the development of a photo journal with County;
- h. Develop and install signage for the projects with appropriate credit language;
- i. Ensure that project information brochures and signs are approved by MDNR and contain appropriate credit language;
- j. Cooperate with County in the monitoring of the effectiveness of installed BMPs in accordance with the QAPP filed with MDNR;
- k. Update educational materials to incorporate lessons learned during the project.

4. **Projected Budget.** The following budget for the project for which the following estimates are not to be exceeded.

Urban Stormwater Retrofit Project Budget and Match For the City of Columbia			
Description	Purpose	Estimated Cost	Matching Funds
Educational programs and signage	Educational	2000	45,000
Step Pool Conveyance	BMP	32,390	40,000
Bioswale	BMP	30255	30,000
Bioretention	BMP	22960	28,000
Pervious Asphalt	BMP	75355	50,000
Rain gardens	BMP	9430	10,000
Underground Detention	BMP	39355	50,000
	Totals:	\$211,745	\$253,000
Total cash expenditure for project:		\$211,745	
Total in-kind match donated to project:			\$253,000
<i>Maximum cash expenditure from County</i>		\$211,745	
<i>Minimum in-kind match needed for project</i>			Expenses x .6667

To develop a competitive project that was worthy of award by MDNR, Boone County and our partners, including the City of Columbia over matched the project by 2%. Additionally, some aspects of the project, such as monitoring have a very low match contribution. The premise was the benefits of gathering monitoring data for these practices could assist local engineers, developers and policy makers, and provide long-term gains. Match contributions includes survey and engineering design time, equipment usage, BMP practice installation by city employees, maintenance and training. The Stormwater Educator donated .25 FTE for three years for a total of \$45,000. If the City is unable to contribute the pledged amount, then a direct amount must be provided. This can be calculated as total expenditures x .6667 to get the 40% federal grant requirement.

Expenditures may vary within a budget category, so long as expenditures are necessary to the project and each item is completed or changes are approved by Boone. The City shall not exceed the overall grant amount in completing the project without the advance written approval of Boone.

5. Documentation and Invoicing. City will provide County with invoices in sufficient detail to allow County to meet the requirements of MDNR in the authorization of funds under the grant, and County will timely process the same. Any labor or materials to be counted as match shall be documented in the form of written records with the date and total time and labor used, the quantity and price/quantity for each of the materials, and the date, duration, and value of any equipment used. City will pay for all material and labor costs to any hired contractors before receiving any appropriate reimbursement from grant funds under this Agreement, and will

submit adequate documentation to County regarding any such expenditures. City will cooperate with County in the timely furnishing of any and all documentation required to comply with the requirements of the subject grant or either entity's external auditor, with the understanding that both parties will comply with any applicable single audit protocols as dictated by OMB Circular A-133.

6. **Completion Dates.** City will complete the design and installation of the contemplated BMPs no later than 1st day of August, 2013.

7. **Termination.** County or City may terminate this agreement upon sixty (60) days written, advance notice of its intention to terminate and include a brief description of the reasons for said termination. In the event of a termination of this Agreement prior to completion of the activities contemplated herein, the parties will cooperate with each other on appropriate wind-up activities.

8. **Non-appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the County and City under this Agreement which require the expenditure of funds are conditioned upon the availability of funds appropriated for that purpose.

9. **Assignment.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person without the prior, written consent of the other party.

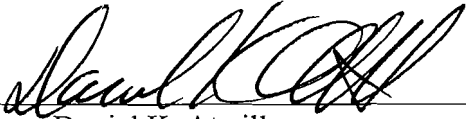
10. **Sole Benefit of Parties.** This agreement is for the sole benefit of County and City. Nothing in this agreement is intended to confer any rights or remedies on any third party.

11. **Authority of Signatories.** The signatories to this Agreement, by signing this Agreement, represent that they have obtained authority by order or ordinance to enter into this Agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers to be effective on the day and year indicated above.

Signature Page Follows

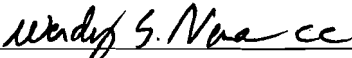
COUNTY OF BOONE

By 
Daniel K. Atwill
Title Presiding Commissioner


CITY OF COLUMBIA

By 
Mike Matthes
Title City Manager

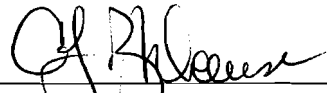
ATTEST:


Wendy S Noren
Clerk of the County Commission


ATTEST:


Sheela Amin
City Clerk

APPROVED AS TO FORM:

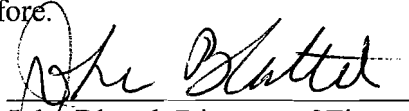

C.J. Dykhouse
County Counselor

APPROVED AS TO FORM:


Fred Boeckmann
City Counselor

Ordinance No. 021214

I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account No 558-6688-881.49-90, C49102, and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.


John Blattel, Director of Finance

ATTACHMENT A-1

TERMS OF AGREEMENT

I. SUBGRANT AWARD

The Missouri Department of Natural Resources, Division of Environmental Quality, Water Protection Program (WPP), and the Boone County Public Works (BCPW) agree to the plan of work and administrative procedures outlined herein for the “Hinkson Creek Urban Retrofit” project.

- A. The Department of Natural Resources (the Department) agrees to pay the subgrantee an amount not to exceed \$713,266 during the budget and project periods of March 1, 2011 through April 30, 2014, for tasks specified in the Scope of Services and Schedule of Milestones. The BCPW will utilize the \$713,266 for the demonstration of urban best management practices (BMPs).
- B. The BCPW will ensure the completion of tasks described and reporting required. The BCPW will provide match in the amount of \$523,000 for the budget and project periods of March 1, 2011 through April 30, 2014.
- C. Conditions set forth in Attachment C, Special Conditions and in Attachment D, General Terms and Conditions, shall be required and will govern the performance of this agreement.
- D. A Quality Assurance Project Plan (QAPP) must be developed and approved by the Department before environmental sampling, monitoring, and data collection can be conducted.

II. BACKGROUND

Hinkson Creek and its tributaries run through the city of Columbia in Boone County, Missouri (HUC 10300102120000 and 2). Hinkson Creek is a dynamic stream system, with a drainage area of 90 square miles. This creek runs southwest through agriculture and pasture land, previous mining land, and urban land. In 1998, the Department listed an eleven-mile segment of Hinkson Creek as impaired from unknown pollutants, reducing the streams ability to sustain aquatic life. The impaired portion of Hinkson Creek begins south of Interstate-70 and flows through the City of Columbia to the stream’s confluence with Perche Creek. The majority of the pollution entering the stream is from urban nonpoint sources, mainly storm water, which permit reductions cannot address. This unregulated pollution has caused erosion and sediment accumulation, high levels of chloride, petroleum, pesticides, as well as occasional spikes of E. coli bacteria. Although specific pollutants and sources are unknown, Hinkson Creek exhibits many water quality problems typically associated with streams in urban areas. These urban stream syndrome symptoms include:

- Higher stage events, frequent out of bank flooding, and frequent low volume base flows;
- Soil erosion from construction;

- Water pollution from urban storm water flows; and
- Scouring and degradation of aquatic habitat.

The recent Total Maximum Daily Load (TMDL) discussions and excessive precipitation have focused the community's attention on the flooding problems, and stream degradation issues in the watershed. The TMDL sets two main goals. The first is to reduce storm water runoff from high flow events. The expectation is that this will reduce the complex suite of pollutants entering the stream, and decrease the physical stressors causing the aquatic life impairment. The secondary target is the attainment of biological criteria within the stream. One of the clearest and most straightforward indicators of stream health is the biological community. A healthy aquatic community reflects the overall conditions of the stream.

This project will address runoff in the urbanized portion of the stream running through Columbia. The topography ranges from highly dissected hills, to gently rolling uplands, and level floodplains. The exposed geology ranges from dolomite and limestone to smaller areas of sandstone, coal and shale. The Burlington Limestone is easily weathered, and contains some of the unique natural resources of the county including the Devil's Ice Box cave system, the Pinnacles, and the Devil's Backbone. The soils of Boone County are included in parts of two Major Land Resource Areas (MLRA). The Central Claypan Area, which was mainly formed in the glacial till, covers the northeastern and east-central parts of the county. The Central Mississippi Valley Wooded Slopes is formed from residuum and loess in the southwestern part of the county. All of these soils are highly erodible once vegetation is disturbed. Historic land use includes coal, clay and limestone mining.

Boone County has a population of 152,437 (2007 U.S. Census estimate). Columbia is the second fastest growing city in Missouri, with an estimated 18% growth rate (U.S. Census). Columbia's current land area is more than 60 square miles, with an annexation rate of 0.6 sq. miles per year. Both the City and the County have recently revised or developed storm water ordinances. These ordinances set specific criteria to detain and treat storm water runoff for new development and redeveloped sites. However, they are not retroactive. Much of the flooding and water quantity problems for the city and the county come from established developments that were built in the 1950-1980s.

Boone County and local stakeholders are currently finalizing a nine-element Hinkson Creek Watershed Management Plan through another 319 grant project. Goals of the plan include meeting all designated use criteria and reducing the rapid increase and decrease in flow during storm events. A need was identified in the Hinkson Creek Watershed Management Plan to retrofit some of the older buildings and subdivisions throughout Columbia. These retrofits can help reduce peak flows and contain pollutants on-site to protect downstream water bodies, reduce flooding and channel degradation, and protect aquatic life.

Additionally, design engineers are struggling with new storm water requirements and regulations. Low-impact development and pervious technologies are modeled from the East Coast, where there is a higher percentage of sand in the soil profile. These infiltration techniques do not always work in heavy clay soils. The County and City are both requiring open spaces and deep-

rooted vegetation as a treatment in new development and redevelopment. Unfortunately, it is unclear if, or how quickly, deep-rooted vegetation can change the infiltration capacity or runoff rate of the soil. Studies from the midwest have shown that infiltration increases during the first six years in an agricultural setting, but these studies have not been done in an urban environment.

III. OBJECTIVES

1. Implement activities that will help achieve the goals of the Hinkson Creek TMDL, the Hinkson Creek Watershed Management Plan, and protect other streams in Columbia from nonpoint source pollution.
2. Retrofit two areas with storm water BMPs to help reduce nonpoint source pollution and hydrologic load to the receiving streams.
3. Monitor the performance of selected BMPs with respect to pollutants and hydrologic response.
4. Provide BMP performance information to engineers, developers, city construction and maintenance staff, and state and local storm water managers, so they can make informed decisions based on local conditions, (soils, rainfall, cost to install and maintain, public acceptance).

IV. PROJECT DESCRIPTION

The goal of the project is to reduce flooding, improve water quality and health of aquatic life of Hinkson Creek. To do this, Boone County and partners will implement retrofit and monitoring activities identified in the Hinkson Creek Watershed Management Plan. We will provide information to the engineering community on the effectiveness of selected storm water practices by using local examples with quantifiable, repeatable monitoring data, including cost estimates.

The critical target is the engineering community. Many design engineers are unwilling to experiment with infiltration techniques not previously tested in our heavy clay soils. Therefore, engineers often design detention basins to address most stormwater problems. This project will provide costs estimates, water quality reduction and infiltration data that explore other storm water treatment options. Public works department employees will benefit from this project through hands-on demonstrations and construction. Lastly, the residents of Columbia will also benefit from demonstrations, educational programs and flood reduction.

The project will retrofit a 10-acre city-owned site, which currently does not treat storm water runoff, with at least six storm water BMPs including bioretention or bioswales, underground detention, and pervious pavement. Additionally, the project will stabilize an actively eroding channel via installation of a 300 ft-long step-pool storm-conveyance system.

The project will also address a large subdivision (+200 homes) built in the 1980s without storm water controls. Residents are experiencing problems with erosion from peak flows, flooding and

permanently standing water. To reduce peak flows and flooding, this residential subdivision will be retrofitted with 45 rain gardens and/or rain barrels, 60 tree plantings, and 3 community storm water treatment features over the 4-year grant period. Many of these retrofits will occur on private property, on a volunteer basis, through cost-share with a required maintenance agreement.

The project also includes a monitoring component that will quantify the effectiveness of storm water treatments at the retrofitted sites. The monitoring will measure pollutant loads as well as peak flows. To quantify the effectiveness of the commercial site storm water treatments with retrofit construction, the site outfitted with monitoring equipment to determine the reduction in pollutant load as water leaves the site. Water quality and quantity will be measured below the step-pool structure to determine the effectiveness of this BMP. To quantify the reduction in peak flow and runoff, a large residential subdivision, will be equipped with a single climate station and a flow gauge during the first year of the project. These gauges will monitor rainfall and stream response prior, during and post construction, for the rain gardens/barrels, community storm water features and tree plantings. As funding allows, rain gardens implemented in the residential subdivision will be equipped with pressure transducers and infiltrometers to quantify infiltration. A climate station will record weather at this site.

Kick-off meetings, workshops and other events will train at least 50 city staff, contractors and JobPoint participants on the proper installation and maintenance of storm water BMPs. By the end of the project, the engineering community will receive quantifiable evidence validating BMPs as well as design specifications and cost estimates. Pollution reduction information will also be provided for bioswales/bioretention, step pools, and underground detention. This information will be provided to the engineering community through presentations, newsletters, and workshops. Missouri River Communities Network (MRCN) and AmeriCorps staff will develop a stewardship program to engage residents in cooperative planning and management of the subdivision retrofits.

An interactive website will be created to provide an opportunity for residents and visitors to learn about the effects of storm water runoff and ways to reduce their impact. This along with promotions that include videos, personal appearances, tours, stream clean ups, handouts and t-shirts we will promote and encourage individuals to visit and explore the watershed, creating a sense of personal ownership, and lifelong stewardship of the watershed and the aquatic community.

V. SCOPE OF SERVICES

The Boone Co. Project Manager shall:

- conduct steering committee meetings;
- complete quarterly reporting and invoicing, track the project objectives, and ensure the goals of the project are met on schedule;
- develop (and submit to Department) bid specifications and contract for flow and water quality monitoring;
- develop and submit QAPP to the Department;

- coordinate with the Department, and other project sponsors/partners, developing memorandums of understanding (MOU) when appropriate;
- assist MRCN in training AmeriCorps staff;
- ensure products carry appropriate credit language and are submitted to the Department for approval prior to distribution;
- develop maintenance agreements for all privately owned BMPs;
- incorporate the local rain garden specifications into the County design manuals;
- conduct engineering workshop and tour;
- provide all documentation to the department, including monitoring data, load reductions, final products and reports;
- provide oversight and coordination for residential subdivision Stewardship Project; and
- develop photo journal.

The City of Columbia Engineers shall:

- design the commercial site storm water BMPs, oversee construction and ensure that the projects are functioning once construction is complete;
- work with the county engineers to design three community stormwater features for the residential subdivision;
- develop (and submit to Department) bid specifications and contract for all construction contracts over \$3000;
- assist stormwater educator in workshops for City staff;
- evaluate data from three different rain garden designs to develop local design specifications including infiltration rates, sizing, and soil mix;
- incorporate the local rain garden specifications into the City design manuals; and
- work with the Project Manager to oversee volunteer opportunities to reduce runoff and control nonpoint source pollution.

The Columbia Stormwater Educator shall:

- develop curriculums on installation and maintenance of stormwater BMPs for City employees, contractors and JobPoint workshops;
- conduct training events with the City employees, contractors, and JobPoint students;
- conduct education and awareness events that will target residents, students and visitors to the downtown area;
- develop photo journal;
- design and install BMP signs; and
- update curriculums to include lessons learned during the project.

The Missouri River Communities Network shall:

- oversee the residential subdivision project, including AmeriCorps staff and resident volunteers;
- provide staff with training and resources needed to create a successful stewardship program for the residents of the subdivision;
- install 45 rain gardens and/or rain barrels;
- plant 60 trees;
- construct three community stormwater features;
- conduct soil testing as needed;

- develop outreach materials and conduct a kick-off meeting for residential projects;
- develop outreach materials and conduct one workshop each for rain garden, rain barrels, soils, trees, native plants, stream physics and buffers;
- develop project website, incorporating local rain garden specifications;
- develop newsletters; and
- develop photo journal.

VI. SCHEDULE OF MILESTONES

Milestone	Responsible Party	Projected Completion Date(s)
Task #1 Select diverse steering committee members; Conduct quarterly meetings	Boone Co. Project Manager	March 31, 2011 quarterly
Task #2 Bid and contract flow and water quality monitoring	Boone Co. Project Manager	March 31, 2011
Task #3 Develop MOUs with project partners	Boone Co. Project Manager	March 31, 2011
Task #4 Develop educational materials and presentations for project kick-off	Columbia Stormwater Educator	March, 31, 2011
Task #5 Finalize commercial building engineering design	Columbia Engineer	April 30, 2011
Task #6 Develop Draft QAPP and submit to DNR for review Finalize QAPP	Boone Co. Project Manager	March 31, 2011 April 30, 2011
Task #7 Train AmeriCorps staff	MRCN Boone Co. Project Manager	April 30, 2011
Task #8 Install preconstruction flow gauges and climate stations	Boone Co. Project Manager Contractor	April 30, 2011
Task #9 Develop JobPoint training curriculum Conduct three JobPoint trainings Update curriculum	Columbia Stormwater Educator	May 31, 2011 ongoing ongoing
Task #10 Conduct City Public Works kickoff meeting	Columbia Stormwater Educator Columbia Engineer	June 30, 2011
Task #11 Conduct residential subdivision kickoff meeting	MRCN AmeriCorps	June 30, 2011
Task #12 Field train sampling crew	Contractor	August 31, 2011

Milestone	Responsible Party	Projected Completion Date(s)
Task #13 Construct step-pool conveyance, bioswale and bioretention	Columbia Engineer	August 31, 2011
Task #14 Develop rain garden/rain barrel workshop materials Conduct 2 workshops	AmeriCorps	July 31, 2011 September 31, 2011
Task #15 Conduct soil testing at residential subdivision	AmeriCorps	October 31, 2011
Task #16 Install 20 rain barrels/gardens and plant 15 trees at residential subdivision	MRCN	October 31, 2011
Task #17 Train City of Columbia staff	Columbia Stormwater Educator Columbia Parks & Rec. Dept.	January 31, 2012
Task #18 Train new AmeriCorps staff	MRCN Boone Co. Project Manager	March 31, 2012
Task #19 Install post-construction monitoring at commercial and residential sites	Contractor	March 31, 2012
Task #20 Develop maintenance agreements	Boone Co. Project Manager	May 31, 2012
Task #21 Construct season 2 BMPs at commercial site; 3 bioswales, underground detention and 2 rain gardens	Columbia Engineer	August 31, 2012
Task #22 Conduct 1 workshop on soils and 1 workshop on trees	AmeriCorps	September 30, 2012
Task #23 Install 20 rain gardens, 2 community stormwater features and 35 trees in residential subdivision	AmeriCorps Residents	October 31, 2012
Task #24 Conduct engineer workshop and tour	Boone Co. Project Manager	November 30, 2012
Task #25 Train new AmeriCorps staff	MRCN Boone Co. Project Manager	March 31, 2013
Task #26 Conduct 1 workshop on native plants and 1 workshop stream dynamics	AmeriCorps	September 30, 2013
Task #27 Install 20 rain gardens, 1 community stormwater features and 35 trees in residential subdivision	AmeriCorps Residents	October 31, 2013

Milestone	Responsible Party	Projected Completion Date(s)
Task #28 Develop local rain garden design specifications based on data gathered in project	Columbia Engineer	November 30, 2013
Task #29 Precipitation event sampling (about 30/yr.)	Contractor	ongoing
Task #30 Develop and maintain project website	MRCN Columbia Stormwater Educator	ongoing
Task #31 Develop Photo Journal	MRCN Columbia Stormwater Educator	ongoing
Task #32 Develop newsletters	AmeriCorps	ongoing
Task #33 Submit draft monitoring report Submit final monitoring report	Boone Co. Project Manager	November 30, 2013 December 31, 2013
Task #34 Submit quarterly reports and monitoring data	Boone Co. Project Manager	June 15 September 15 December 15 March 15
Task #35 Submit annual reports with load reductions	Boone Co. Project Manager	October 15
Task#36 Submit draft final report Submit final report	Boone Co. Project Manager	March 31, 2014 April 30, 2014

Evaluation/Feedback Mechanisms:

1. A pre- and post-survey will be given to participants of workshops to develop an understanding of the public's perception of implementing storm water retention practices.
2. A pre- and post-test will be administered to students and the public to assess knowledge gained from lessons presented during any storm water education activities.
3. Education/Outreach efforts will be quantified by amount of materials distributed and information requested.
4. Water quality monitoring will indicate BMP load reduction effectiveness.
5. The project will also use the water quality data collected to model the impact of the BMPs at the watershed level.

Measures of Success:

By the end of the project, the participants from the residential subdivision will have a better understanding of stormwater issues, including hydrology, infiltration, and runoff. They will understand how changes at the lot level can reduce runoff for downstream neighbors and how they can take action to capture runoff from their property. Surveys and questionnaires will be

used to capture change in knowledge from the kick-off meeting to the wrap-up meeting. The long-term measure of success for this project will be to provide an example of how to develop a successful stewardship program which could be transferred to other watersheds.

As a result of implementing the project objectives, two areas will be retrofitted to reduce nonpoint source pollution to local streams. It is anticipated that these practices will help reduce runoff and flooding and remove pollutants from stormwater. The project will calculate load reduction data to determine the BMP's effectiveness and report this data to the Department annually.

The performance information gathered from the monitoring aspect of this project will be provided to local storm water managers and engineers. This information will assist in decision making and expand the use of practices throughout the community. Finally, success will be measured by improving the general public understanding of the principles of implementing nonpoint source pollution reduction practices on a lot-by-lot basis.

List of Products

- QAPP(s) BMP performance Level II, Soil testing, Level IV.
- Kick-off meetings (2) with residents and city staff
- Wrap-up meetings (2) with residents and city staff
- Workshops (10) (Subdivision residents, City employees & engineers)
- Soil Tests (as needed)
- Newsletters (4)
- News releases (3)
- Signs for BMPs (3)
- Community storm water BMPs (3)
- Maintenance Agreements (as needed)
- Commercial site retrofit BMPs (3)
- Step-pool Conveyance System (300 linear feet)
- Trainings (12) (AmeriCorps, Lab & Field crews, Public Works staff, JobPoint students)
- Web pages (5)
- Photo journal
- Rain Gardens or Rain Barrels (45)
- Tree Plantings (at least 60 trees)
- Quarterly Reports (12)
- Precipitation and Flow Data (event based)
- Performance data for rain garden BMPs
- Design specifications for rain gardens
- Monitoring report (2)
- Final report

VII. PROJECT BUDGET

**Hinkson Creek Urban Retrofit
Boone County Public Works**

March 1, 2011– April 30, 2014

Total Federal Contribution	\$ 713,266
Total Nonfederal Contribution	523,000
Total Project Cost	\$1,236,266

(See Attachment B for budget breakout.)

VIII. PAYMENT SCHEDULE

- A. Reimbursement to the subgrantee for the tasks described in the Scope of Services will be made according to the following schedule:

MAXIMUM EXPENSES	REIMBURSEMENT SCHEDULE	SUBMIT TO	PROJECT PERIOD	INVOICE FORMAT
\$713,266	Quarterly	DNR Fiscal Account Clerk	3/1/2011– 4/30/2014	Attachment A-2

- B. Requests for reimbursement must be accompanied by a summary of the federal expenditures by budget category. For match reporting only, detailed documentation (such as paid bills, time sheets, receipts, invoices, cost-share/incentive agreements, etc.) must be provided for cost-share and in-kind services. The Department reserves the right to require submittal of documentation for projects that have failed to meet grant requirements. Expenditures must be incurred within the budget period March 1, 2011 through April 30, 2014. See Attachment A-2, Invoice and Match Report, and Attachment D, General Terms and Conditions, for additional requirements.
- C. Invoices, including expenditure summaries, must be submitted at a minimum frequency of semi-annually. Final reimbursement will be made to the subgrantee upon documentation of adequate match and completion of all required quarterly reports and the final project report/evaluation. The subgrantee must request final reimbursement no later than 60 calendar days after the project end date at which time any remaining balance of project funds will be deobligated.
- D. Up to twenty percent (20%) of the total federal award amount may be withheld pending satisfactory completion of the final project report/evaluation and submission to the Department.

IX. REPORTING REQUIREMENTS

- A. Quarterly progress reports will be due June 15, September 15, December 15, and March 15 of each calendar year of the project period. Please send one **electronic** copy via the Internet to amanda.sappington@dnr.mo.gov. Reports will describe project status, compare progress to scheduled milestones, and explain any variances from expected progress. The reports shall follow the format shown on Attachment A-3, Quarterly Report.
- B. An **electronic** copy of an annual report must be submitted to the Department's project manager by October 15th each year throughout the project period and at the close of the project. The reports shall follow the format shown on Attachment A-4, Nonpoint Source Annual Report Worksheet.
- C. An **electronic** copy of the final product and final project report must be submitted to the Department's project manager by April 30, 2014, with a draft due by March 31, 2014. The final report, at a minimum, should describe accomplishments, how the goals/objectives described in the subgrant agreement were met, describe the tasks completed, products produced, and an assessment of the impact of the project in addressing nonpoint source concerns. The report should make recommendations, where relevant, on how the results or experiences of the project could be applied elsewhere. A final budget should also be included that describes the funds spent, the match contribution, and leftover funds, if any.
- D. A copy of the annual audit report or relevant portions of the audit report that pertains to the project award are to be submitted to the Department's project manager, if required under the federal Office of Management and Budget (OMB) Circular A-133, Single Audit Act, as described in the Department's General Terms and Conditions, Attachment D.
- E. Applicants are allowed to earn program income in order to defray the cost of project activities funded by a 319 grant. Program income must be documented and reported through the receipt and expenditure invoicing process. Program income generated from supported activities including fees for services, rental income acquired under the grant, proceeds from the sale of articles fabricated under the grant, interest income and registration fees for a 319-sponsored event such as conferences, workshops and training are some examples that must be reported.

ATTACHMENT B

BUDGET

Hinkson Creek Urban Retrofit
Boone County Public Works

March 1, 2011– April 30, 2014

	319 Federal Funds	Nonfederal Match
Salary & Fringe	\$ 42,000	\$105,000
Travel	7,500	-0-
Equipment	20,000	-0-
Supplies	10,873	-0-
Contractual	632,893	208,000
Other	-0-	210,000
Indirect	-0-	-0-
TOTALS	\$713,266	\$523,000

TOTAL PROJECT COST: \$1,236,266

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 31st day of January 20 12

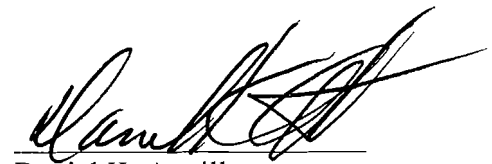
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached HGACBuy Cooperative purchasing agreement.

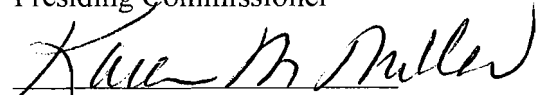
Done this 31st day of January, 2012.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

COPY

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: January 11, 2012
RE: HGACBuy Cooperative Purchasing Agreement

Attached is an agreement to utilize HGACBuy cooperative. This cooperative is available to municipalities, cities, counties and state agencies. All their contracts have been competitively bid. The attached agreement allows the County to use this cooperative's contracts for the period ending December 31, 2012.

Purchasing and Public Works are requesting to join HGACBuy. Public Works will be purchasing a Post Surface Lift later in the year from this cooperative once this contract is in place.

ATTACHMENT: Agreement

cc: Contract File

INFORMATION ABOUT THE PROGRAM

USING THE PROGRAM

Types of Participating End Users:

- Municipalities, Cities, Counties and State Agencies
- Councils of Government
- Schools, School Districts, Colleges, Universities
- Hospitals and Hospital Districts
- Emergency Medical Services and Services Districts
- Volunteer Fire Departments and Rural Fire Prevention Districts
- Special Law Enforcement Jurisdictions
- Judicial Courts & Districts
- Emergency Communications Districts
- Utility Districts (MUDs, WCIDs, Irrigation, etc.)
- Special Districts
- Authorities (Airport, Port, River, Water, Toll Road, etc.)
- State Agencies
- Not-for-Profit Corporations [501(c)(3)] providing government functions and services.
(Special requirements apply: See Program Info/Executing an Interlocal Contract with HGACBuy)

The Texas Interlocal Cooperation Act

Most States in the United States have either Interlocal Cooperation or Joint Powers authority to allow local governments in those states to join and participate in programs like HGACBuy. Click on Authorizing Statutes on the HGACBuy web site to see what cooperative purchasing statutes exist in each state to allow for participation in HGACBuy.

In 1971, the Texas Legislature passed the Interlocal Cooperation Act [Texas Government Code, Title 7, Chapter 791] to promote activities among local governments across Texas. Any local government or non-profit providing government services may contract or agree with one or more local governments under the terms of this Act to conduct purchasing and other administrative functions. The following excerpt from the Act states that... "The Interlocal Cooperation Act's purpose is to improve the efficiency and effectiveness of local governments by authorizing the fullest possible range of inter-governmental contracting authority at the local level including contracts between all political subdivisions of the state and agencies of the state.

Legal Authority

Governmental entities join HGACBuy by execution of an Interlocal Contract (ILC) which can be found on the HGACBuy website under Program Info.

By executing the ILC, the End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a qualifying non-profit corporation, county, municipality, special district, or other political subdivision of the State of Texas, or another state, and (2) it possesses adequate legal authority to enter into this Contract.

Scope of H-GAC's Professional Services

When participating in HGACBuy, members make their purchase orders out to, and directly pay, the HGACBuy contractor. However, H-GAC does act as the designated purchasing agent on behalf of participating End Users by performing specific services including, but not limited to:

- Conducting research and surveys
- Developing specifications for each product/service
- Soliciting vendor participation
- Issuing specifications documents
- Conducting pre-bid/pre-proposal conferences
- Opening bid/proposal responses
- Evaluating responses
- Issuing Vendor Contracts awarded by the H-GAC Board of Directors
- Certifying contract validity
- Contracts Administration

Interlocal Contract Renewals

Provisions of the Interlocal Cooperation Act provide for annual renewal of Interlocal Contracts. The

contract document issued by HGACBuy contains a provision for automatic annual renewal. Unless an updated contract document is requested, or statutory change occurs, the initial enactment could remain in effect in perpetuity. A permanent identification number is assigned to each End User contract.

Purchasing Statutes Applied to H-GAC Competitive Bid Process

Products offered through HGACBuy have been subjected to either the competitive bid or competitive proposal format based on Texas statutes for Councils of Governments under the Local Government Code Chapter 252. The 76th Legislature, Regular Session, added language that stipulates Councils of Governments shall specifically use "municipal bidding statutes". As administrator, H-GAC's rules of governance apply. In evaluating bid and proposal responses, HGACBuy takes into account any prospective contractor's ability to meet performance requirements. Factors considered include number and location of sales/service facilities, depth of staff, qualifications of technical support personnel, and business continuity. Contractors are expected to service all End Users participating in the Program wherever possible, practical, and not contrary to franchise or dealership agreements.

H-GAC Board of Directors Awards All Contracts

The Board of Directors composed of 35 elected officials awards all H-GAC cooperative purchasing contracts. As a political subdivision of the State of Texas, Board agenda are publicly posted in advance of public meetings. Board meetings are customarily held on the third Tuesday of each month in H-GAC Conference Room A, Second floor, 3555 Timmons Lane, Houston. The Houston-Galveston Area Council is one of Texas' 24 regional councils of governments.

Steps To Placing Purchase Orders Through HGACBuy

Step 1: (first time only)

Execute the "Interlocal Contract" (ILC) found on the HGACBuy website under [Program Info](#), and return to H-GAC. H-GAC will sign two copies and return one to the End User for their records. The ILC may be faxed to 713-993-4548 for expedited processing.

Step 2:

Obtain specific [product details](#) from the HGACBuy website, www.HGACBuy.org. Then, contact the contractor's nearest representative for additional assistance and a definitive price quotation. Contractor information can be found at the bottom of each contracts web page under Products Available.

Step 3:

Prepare and submit your purchase order directly to the relevant HGACBuy contractor, after completing consultation with the contractor's representative. A copy of the order along with a copy of the contractor's written quotation shall be faxed or mailed to HGACBuy at FAX: 713-993-4548. Orders should include specific details regarding the purchase (i.e., name of the End User's contact person, shipping/delivery instructions, and installation details, if any). HGACBuy contractors will then invoice End User for all purchases, and End User will pay the contractor directly following delivery and acceptance.

NOTE: Performance Bond

HGACBuy's contractual requirements no longer include a Performance Bond, and bid pricing should reflect this cost saving. However, Contractor must be prepared to offer a Performance Bond to cover any specific order, if so requested by End User. Contractor shall quote a price to End User for provision of any requested Performance Bond. If Performance Bond is requested by End User for a particular order, Contractor agrees to furnish the Performance Bond within ten (10) days of receipt of End User's purchase order.

HGACBuy Order Confirmation

On most contracts, when a copy of a purchase order is received (see Step 3 above), HGACBuy staff prepares an Order Confirmation which is then sent to the Member and the Contractor - authorizing the Contractor to proceed with the order. This Order Confirmation indicates that the Contractor does have a valid contract with HGACBuy for the products contained on the order. Actual pricing is not verified on the Order Confirmation. For pricing verification prior to issuing the purchase order, contact HGACBuy staff.

Remitting End User Payments For Products and Services Rendered

The prompt payment requirements for products and services rendered through cooperative purchasing states that "...upon delivery of the goods and services purchased, and presentation by HGACBuy contractor of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay the HGACBuy contractor the full amount of the invoice.

All contracts between HGACBuy and its contractors require prompt payment upon delivery of products/services to an End User.

Ownership Passes Directly From Contractors to End Users

HGACBuy does not at any time take title to any product. Contractors assign ownership directly to End Users.

Reimbursement of HGACBuy's Operational Costs

The HGACBuy program is solely funded through the assessment of an administrative fee paid by the contractor on each order.

End Users Invited to Attend Pre-Bid Conferences

HGACBuy schedules publicly announced pre-bid/pre-proposal specification conferences with manufacturers, distributors, representatives, and dealers for the various product categories offered. These conferences, held throughout each year, are widely attended by the various industry groups represented in the Program. End Users are invited to attend these conferences also. See a listing of scheduled pre-bid conferences on the HGACBuy website under Bid Notices.

3-Way Partnership At Work

The three-way partnership between HGACBuy, Program End Users, and Contractors is a very important relationship that provides vital links to ensure effective cooperative results. Clear, concise communication is essential to making the partnership effective and successful. The contact path includes all three parties: HGACBuy, End User, and Contractor.

H-GAC's Role: HGACBuy's role is to conduct product research and surveys, write technical specifications, conduct pre-bid conferences, open bids, and evaluate responses. After contracts are awarded by the H-GAC Board, HGACBuy certifies contract validity, and administers contracts.

The End User's Role: End Users are expected to consult with Contractors' representatives for the purpose of determining the exact requirements needed to serve constituents. End Users work with Contractor's representatives to detail and complete all documentation required when submitting purchase orders.

The Contractor's Role: HGACBuy relies upon its Contractors to quickly respond to End User inquiries that provide detailed product information and pricing, including priced options for specific products. Contractors' representatives work closely with each End User to meet specific constituent needs.

H-GAC's Bid Notices

The Program's Coordinator for Specifications & Bids directs the bid/proposal cycle for products and services that HGACBuy desires to place under contract on behalf of Members. The near term schedule of procurements is posted on the HGACBuy website under Bid Notices.

Distribution of H-GAC Product Specifications

Product/service specifications and Invitations To Submit Competitive Bids/Proposals are distributed by email to all prospective responders that HGACBuy is aware of. The documents are also posted on the HGACBuy website, and the legally required notices are posted in newspapers, including minority-emphasis publications.

End User Benefits

HGACBuy offers significant benefits to participating End Users whether large, medium, or small size.

- Expedited procurement
- Volume purchasing discounts
- On-duty professional staff assistance
- Research and development of technical specifications
- Contract administration

H-GAC Web Site

Information on products under contract through HGACBuy can be accessed through the web site. The web site contains the following:

- Product categories with base bid prices
- Contractors' representatives with telephone numbers
- H-GAC staff telephone numbers and e-mail addresses

- Listing of Specifications Conferences
- Listing of Bid opening dates for each product category

Contacting HGACBuy

3555 Timmons Ln, Suite 120
Houston, TX 77027

Phone: 800-926-0234
Fax: 713-993-4548
Web: www.HGACBuy.org

Individual staff phone numbers and emails may be found on the HGACBuy website under Program Staff.
Copyright © 2011 H-GAC. All Rights Reserved.



**INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING**

ILC
No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * _____ Boone County - Missouri _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * _____ Columbia, Missouri _____

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * Jan 19, 2012 _____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * Jan 01, 2012 _____ and ends * Dec 31, 2012 _____. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GACs contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

* Boone County - Missouri

Name of End User (local government, agency, or non-profit corporation)

* 801 E. Walnut

Mailing Address

* Columbia MO 65201

City State ZIP Code

*By: *[Signature]*
Signature of chief elected or appointed official

* Daniel K. Atwill

Typed Name & Title of Signatory Date

1/31/12

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____
Executive Director

Attest: _____
Manager

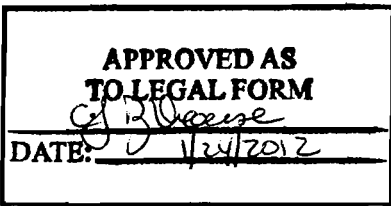
Date: _____

*Denotes required fields

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. rev. 03/11

Janie E. Pritchard *1/24/12* *No Encumbrance*
Auditor by Date Required



*Request for Information

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed form to H-GAC, Cooperative Purchasing Program, P.O.Box 22777, Houston, TX 77227-2777.

Name of End User Agency : County of Boone - Missouri County Name : Boone County
(Municipality / County / District / etc.)

Mailing Address : 801 E. Walnut, Columbia, MO 65201
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number : 573 888 4305 FAX Number: 573 888 4311

Physical Address : _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: www.showmeboone.com

Authorized Official: Daniel K. Atwill Title: Presiding Commissioner
(City manager / Executive Director / etc.) Ph No.: _____
Mailing Address: 801 E. Walnut
(Street Address/P.O. Box) E-Mail Address : datwill@boonecountymo.org
Columbia MO 65201
(City) (State) (ZIP Code)

Official Contact: Melinda Bobbitt, CPPB Title: Director of Purchasing
(Purchasing Agent/Auditor etc.) Ph No.: _____
Mailing Address: 613 E. Ash Street Fx No.: _____
(Street Address/P.O. Box) Email Address : mbobbitt@boonecountymo.org
Columbia MO 65201
(City) (State) (ZIP Code)

Official Contact: Greg Edington Title: Fleet Op Superintendent
(Public Works Director/Police Chief etc.) Ph No.: _____
Mailing Address: 5551 Hwy. 63 South Fx No.: _____
(Street Address/P.O. Box) Email Address : gedington@boonecountymo.org
Columbia MO 65201
(City) (State) (ZIP Code)

Official Contact: Zim Schwartz Title: Director of Public Safety Joint Communicati
(EMS Director/Fire Chief etc.) Ph No.: _____
Mailing Address: 17 N. 7th Street Fx No.: _____
(Street Address/P.O. Box) Email Address : ZIM@GoColumbiaMO.com
Columbia MO 65201
(City) (State) (ZIP Code)

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

January Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 31st day of January 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of Missouri Department of Transportation Cooperative Contract 3-080605 – Motorgraders with Tri-State Construction Company. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract. In addition, the County Commission hereby approves the surplus disposal of two John Deere Motorgraders, asset tags 14573, and 14575 by trade in.

Done this 31st day of January, 2012.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Absent
 Skip Elkin
 District II Commissioner

BOONE COUNTY

JAN 10 2012

BOONE COUNTY AUDITOR

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : January 3, 2012

FIXED ASSET TAG NUMBER: 14575

DESCRIPTION: 2004 672CH John Deere Motorgrader

REQUESTED MEANS OF DISPOSAL: Trade

OTHER INFORMATION: Serial Number: DW672CH592820, Old equipment number: 4719

CONDITION OF ASSET: Poor, engine is non-operational and needs replaced.

REASON FOR DISPOSITION: Equipment was Not planned for replacement but the expense of the repair exceeds the future value of the machine.

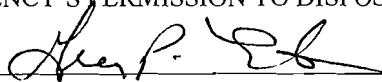
COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: None

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

DEPARTMENT: 2040

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 7/28/2004

RECEIPT INTO 2040-3835 (TRADE-IN)

ORIGINAL COST 174,000.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1605

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 43-2012

DATE APPROVED 1/31/12

SIGNATURE 

BOONE COUNTY

RECEIVED

JAN 10 2012

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

BOONE COUNTY AUDITOR

DATE : January 3, 2012

FIXED ASSET TAG NUMBER: 14573

DESCRIPTION: 2004 672CH John Deere Motorgrader

REQUESTED MEANS OF DISPOSAL: Trade

OTHER INFORMATION: Serial Number: DW672CH592818, Old equipment number: 4723

CONDITION OF ASSET: Poor, Transmission is non-operational and needs replaced.

REASON FOR DISPOSITION: Equipment was planned for replacement and is not operational.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: None

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: 2040

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 7/28/2004

RECEIPT INTO 2040-3835 (TRADE-IN)

ORIGINAL COST 174,000.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1605

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 43-2012

DATE APPROVED 1/31/12

SIGNATURE 

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

COPY

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: January 11, 2012
RE: 3-080605 - Motorgraders

Purchasing and Public Works request permission to utilize the Missouri Department of Transportation contract 3-080605 to purchase two (2) motorgraders from Tri-State Construction Company of Ashland, Missouri.

Total cost for two motorgraders is \$470,138. Contractor offers trade-in allowance for two John Deere Motorgraders for a total trade of \$61,875.00. Total contract is \$408,263.00 and will be paid from department 2040 – Public Works Maintenance Operations, account 92300 – Replacement Machinery & Equipment. \$470,000.00 was budgeted for 2012.

Public Works is requesting to trade two, 2004 John Deere motorgraders:

<u>Serial #</u>	<u>Fixed Asset Tag</u>	<u>Trade</u>
DW672CH592818	14573	(\$29,500.00)
DW672CH592820	14575	(\$32,375.00)

ATT Public Works Memo

cc: Greg Edington, PW
Contract File

Boone County Public Works

Gregory P. Edington
Fleet and Facilities Manager
Maintenance Operations Division



5551 Highway 63 South
Columbia, Missouri 65201-9711
(573) 449-8515 ext (226)
FAX (573) 875-1602
EMAIL: gregedington@boonecountymo.org

Date: January 3, 2012
To: Melinda Bobbitt
From: Greg Edington
Subject: Motorgrader Purchase

The Public Works Department – Maintenance Operations Division (2040) recommends purchasing Two (2) 170 HP Motorgraders off of MoDot bid # **3-080605**. The bid has a multiple vendor awards. Tri-State Construction had the lowest cost with the desired options and provides the equipment that best fits the Department's needs. Below is a summary of base costs and option costs:

Base Price: \$ 200,400 each

Bid Options:

Autoshift Transmission	\$	940.00
------------------------	----	--------

Dealer Options:

Deluxe Grading Lights	\$	800.00
LH Aux Hydraulics	\$	550.00
Front Scarifier	\$	375.00
Fire Extinguisher	\$	90.00
Additional Strobes	\$	2,750.00
14' blade - Scarifier Teeth	\$	5,200.00
7yr/7000 warranty	\$	19,500.00
RH Blade Control	\$	325.00
27" moldboard	\$	274.00
Heated outside mirrors	\$	365.00
17.5 x 25 tires in lieu of 14.0 x 24	\$	3,500.00

Total of bid base price with options: \$ 235,069.00

Total cost for two units: \$ 470,138.00

The amount budgeted for the equipment in the 2012 budget is \$470,000. The equipment will be purchased out of account 2040 class 92300.

**PURCHASE AGREEMENT
FOR
2012 MOTORGRADERS**

THIS AGREEMENT dated the 31 day of January 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Tri-State Construction Equipment Company**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for 2012 Motorgraders in compliance with all bid specifications and any addendum issued for the Missouri Department of Transportation Contract **3-080605**, Tri-State quote, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Missouri Department of Transportation Contract 3-080605 and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with two (2) motorgraders as follows:

	<u>Unit Price</u>	<u>Quantity</u>	<u>Extended Price</u>
2012 John Deere 672G – 170HP Motorgraders	\$200,400.00	2	\$400,800.00
Auto Shift Transmission	\$940.00	2	\$1,880.00
Deluxe Grading Lights	\$800.00	2	\$1,600.00
LH Aux Hydraulics	\$550.00	2	\$1,100.00
Front Scarifier	\$375.00	2	\$750.00
Fire Extinguisher	\$90.00	2	\$180.00
Additional Strobes	\$2,750.00	2	\$5,500.00
14' Blade – Scarifier Teeth	\$5,200.00	2	\$10,400.00
7 year/7000 Warranty	\$19,500.00	2	\$39,000.00
RH Blade Control	\$325.00	2	\$650.00
27" moldboard	\$274.00	2	\$548.00
Heated outside mirrors	\$365.00	2	\$730.00
17.5 x 25 tires in lieu of 14.0 x 24	\$3,500.00	2	\$7,000.00
TOTAL			\$470,138.00

Contractor offers trade allowance price for the following John Deere Motorgraders:

<u>TIV #</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TRADE</u>
5001130	2004	JD	672CH	DW672CH592818	(\$29,500.00)
5001147	2004	JD	672CHII	DW672CH592820	(\$32,375.00)

For a grand contract total of Four Hundred Eight Thousand Two Hundred Sixty Three Dollars and Zero Cents (\$408,263.00).

3. **Delivery** - Vendor agrees to deliver equipment as set forth in the bid documents and within 30 - 60 days after receipt of order. Delivery shall be to Boone County Public Works, Attn: Greg Edington, 5551 Highway 63 South, Columbia, MO 65201.

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

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

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

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

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

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

TRI-STATE CONSTRUCTION
EQUIPMENT COMPANY

by *Bin Rose*
title *Store Manager*

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

 [Signature]
County Counselor

ATTEST:

 [Signature]
Wendy S. Noren, County Clerk

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

 Jim E. Pitchford
Signature *by* *[Signature]*

 1/24/12
Date

2040-92300 - \$408263.00

Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

shall govern.

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



P.O. BOX 225
106 INDUSTRIAL DRIVE
ASHLAND, MO 65010
PHONE: 573-657-2154
FAX: 573-657-1012

**BOONE COUNTY PUBLIC WORKS
672G**

Base 672G MODOT Bid	\$200,400.00
Auto Shift Transmission	\$940.00
Deluxe Grading Lights	\$800.00
LH Aux Hydraulics	\$550.00
Front Scarifier to Deere	\$375.00
Fire Extinguisher	\$90.00
Additional Strobe Lights	\$2,750.00
Full Set Scarifier Teeth	\$5,200.00
7yr/7000 Hour Full Warranty	\$19,500.00
RH Blade Control	\$325.00

Total \$230,930.00

OPTIONS TO CONSIDER

- 14' Moldboard 27" Tall Add \$ 274.00
- Heated Outside Mirrors Add \$365.00
- 17.5x25 Tires and Wheels Add \$3,500.00





**MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES DIVISION
FLEET SECTION**

NOTIFICATION OF STATEWIDE CONTRACT

CONTRACT TITLE: MOTORGRADERS

CURRENT CONTRACT PERIOD: August 23, 2011 through June 30, 2012

**BUYER INFORMATION: Reva Jones
 (573) 526-2744
 reva.jones@modot.mo.gov**

RENEWAL INFORMATION	Bid prices should be firm for purchase until June 30, 2012. One (1) one-year extension is available upon mutual consideration by Missouri Department of Transportation and the successful bidder. Allowance for inflation increases will be considered at the time of offer of this extension.
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**ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR PUBLIC USE ONLY.
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.**

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	District	COOP PROCUREMENT
3-080605	371090568	Tri-State Construction Equipment Co. 6787 County Road 312 Palmyra, MO 63461 Contact: Kevin Smyser 573-769-2274 kevinsmyer@meoi.com	2,3, 5	Yes
3-080605	480942178	Murphy Tractor & Equipment Co. 8600 NE Parvin Road Kansas City, MO 64161 Contact: Jim Levy 816-483-5000 jlevy@murphytractor.com	1,4,7,8,9	Yes
3-080605	430263380	Fabick Cat One Fabick Drive Fenton, MO 63026 Contact: Chris Burns 636-343-1309 chris.burns@fabickcat.com	5,6,7,8,9 10	Yes



CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	District	COOP PROCUREMENT
3-080605	440650689	Dean Machinery Co. 1201 N. 31 st Street Kansas City, MO 64108 Contact: Steven Phillips 816-753-5300 steve.phillips@deancat.com	1,2,4	Yes
3-080605	420788540	Altorfer 3520 Moberly Avenue Hannibal, MO 63401 Contact: Brian McGowan 319-365-0551 bmcgowan@altorfer.com	2,3	Yes
3-060605	430698305	Erb Equipment Company 200 Erb Industrial Drive Fenton, MO 63026 Contact: Tim Smith 636-349-0200 timsmith@erbequipment.com	6,10	Yes
3-080605	431037077	Luby Equipment Services 2625 North 24 th St. Quincy, IL 62305 Contact: Jerry Jansen 800-830-9970 jjansen@lubyequipment.com	3,6,10	Yes



**Motorgraders (Statewide)
Multiple Award**

Contract Number: 3-080605

Vendor: Tri-State Construction

Item – 3 Outright purchase of one (1) new 6WD articulated 6x6 motorgrader meeting the attached MoDOT specification E731-D2. Front wheel with dual/variable HP range (165–185), 6-cylinder inline diesel engine. Unit shall have creeper gear function capability for running a blade mount milling attachment.

MAKE/MODEL: John Deere 672G – 170 HP

PRICE: \$200,400.00

AVAILABLE OPTIONS:

6WD articulated 6x6 motorgrader (meeting the same specification as E731-D2, 185-230 HP range).

John Deere 772G – 194 HP

\$210,500.00

Options below are for the John Deere 672G; See the Purchasing Contracts Database for the John Deere 772G Options.

Hydraulic rear benching wing (42")	\$19,965.00
Hydraulic rear benching wing (60")	\$21,063.00
Auto shift transmission	\$940.00
Full-Height (High Profile) Cab	\$880.00

Notes:

Additional options are available. Contact fleet buyer for complete list.

% Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount 0%

Delivery will be made 30 to 60 days after receipt of order.



Martin Equipment
 106 Industrial Dr.
 Ashland, MO 65010
 (573) 657-2154

Quote Issued To : BOONE COUNTY HIGHWAY DEPT 5551 HWY 63 SOUTH COLUMBIA , MO , 65201 (573) 449-8515	QUOTATION Quote # : 5002477 Issue Date : 12/21/2011 Expire Date : 10/19/2011 Est Delivery : FOB :
Quote Issued By : BRIAN ROWE	

QUOTE SUMMARY

Total Sale Price :	229,340.00
Less Trade Allowance :	111,375.00
Subtotal : Pre-Tax :	117,965.00
Sales Tax :	0.00
Grand Total :	117,965.00

ITEMS LISTED FOR SALE

Item #	Year	Make	Model	Serial #	Hours	Sale Price
CFG5862	2011	JD	672GXDW	NEW	0	229,340.00
672G MOTOR GRADER WITH 6WD JDLINK ULTIMATE CELLULAR FOR CERTIFIED COUNTRIES IN THE AMERICAS, EXCLUDING COSTA RICA 672G WITH STANDARD HYDRAULIC CONTROLS JOHN DEERE POWERTECH PSX 9.0L MEETS EPA IT4 / EU STAGE IIIB EMISSIONS (195 NET PEAK HP) ENGINE EXHAUST WITH FLAT BLACK STACK FOR 9.0L (EPA IT4/EU STAGE IIIB ONLY) STANDARD FUEL & WATER FILTRATION NO FAST FILL FUEL SYSTEM HYDRAULIC PUMP DISCONNECT 150 AMP ALTERNATOR NO QUICK SERVICE GROUP LOW CAB W/ FIXED LOWER FRONT AND SIDE WINDOWS NO SOUND ABSORPTION PACKAGE NO REAR CAMERA AIR CONDITIONER REFRIGERANT CHARGED EXTERIOR MOUNTED REARVIEW MIRRORS 24-TO-12 VOLT CONVERTER (30 AMPS) AM/FM RADIO WITH CD AND WEATHER BAND (WB) LOWER FRONT INTERMITTENT WIPER & WASHER NO POWERED CAB AIR PRECLEANER STANDARD FABRIC AIR SUSPENSION SEAT WITH ARMRESTS AND HEADREST AUTOSHIFT TRANSMISSION NO TRANSMISSION SOLENOID VALVE GUARD DELUXE GRADING LIGHTS (16 HALOGEN LIGHTS) 14 FT. X 24 IN. X 7/8 IN. (4.27 M X 610 MM X 22 MM) WITH 8 IN. X 3/4 IN. (203 X 19 MM) CUTTING EDGE AND 5/8 IN. (16MM) HARDWARE NO REVERSIBLE OVERLAY END BITS NO MOLDBOARD EXTENSIONS NO BLADE IMPACT ABSORPTION SYSTEM						

NYLON WEAR INSERTS W/O SLIP CLUTCH
 BASE HYDRAULICS W/ 1 AUXILIARY FUNCTION CONTROL
 BASE HYDRAULICS W/ 1 AUXILIARY FUNCTION CONTROL
 OIL, SAE 10W30
 FRONT SCARIFIER
 REAR HITCH AND PIN
 14.0 R 24 INCH G2/L2 SINGLE STAR VUT BRIDGESTONE RADIAL TIRES W/ 3 PC. RIMS
 (2) GROUP 4D BATTERIES
 NO FRONT FENDERS
 ENGLISH LABELS AND DECALS
 ENGINE COOLANT CIRCULATING HEATER - 120 VOLT / 1500 WATT
 ETHER STARTING AID
 5.0 LBS. MULTI PURPOSE (ABC) DRY CHEMICAL FIRE EXTINGUISHER

Total of Items For Sale : 229,340.00

Grand Total : 117,965.00

TRADE ALLOWANCES

TIV #	Year	Make	Model	Serial #	Trade Allowance
5001130	2004	JD	672CH	DW672CH592818	29,500.00
5001131	2004	JD	672CH	DW672CH592795	49,500.00
5001147	2004	JD	672CHII	DW672CH592820	32,375.00
Total Trade Allowances :					111,375.00

Notes

OPTIONS TO CONSIDER:

HEATED OUTSIDE MIRRORS ADD \$365.00 PER MACHINE

14' MOLDBOARD 27" TALL VERSUS A 24" TALL BOARD ADD \$274.00 PER MACHINE

17.5 X 25 TIRES AND WHEELS ADD \$ 3,500.00 PER MACHINE

TIRE CHAINS FOR 17.5 X 25 TIRES ADD \$850.00 PER SET, WHICH WILL DO 2 TIRES

SPARE WHEEL ADD \$1600.00 PER WHEEL

Acceptance Signature: _____

Date: _____

All quotations contingent upon strikes, delays, and conditions beyond our control. Prices subject to change with or without notice.

All prices are subject to expiration of any current sales programs and incentives.

Missouri
Department
of Transportation



105 West Capitol Avenue
P.O. Box 270
Jefferson City, MO 65102
(573) 751-2551
Fax (573) 751-6555
www.modot.org

Pete K. Rahn, Director

May 19, 2008

Addendum to Bid Request 3-080605 – Motorgraders
Addendum 3-080605-01

The following changes have been made to the bid document:

Item #1, Option 2 – should be 42” hydraulic rear benching wing.

Item #3, Option 2 – should be 42” hydraulic rear benching wing.

The option pricing for the straight leases (Items 2, 2A, 4, and 4A) was inadvertently left out of the bid documents and has now been added.

Please make sure you log on to our website, www.modot.mo.gov to obtain a copy of the revised bid documents that now contain the above information. If you have any questions about this amendment, please feel free to contact me at 573-526-2744.

Sincerely,

Reva Jones
General Services Specialist
Missouri Department of Transportation
1320 Creek Trail
P.O. Box 270
Jefferson City, MO 65102



Bid Request No. 3-080605
June 5, 2008

May 16, 2008

To: Equipment Dealers/Manufacturers

Dear Sir or Madam:

The Missouri Department of Transportation (MoDOT) is in the process of soliciting competitive bids for motorgraders. Bids should be mailed to General Services-Fleet, P.O. Box 270, 1320 Creek Trail Drive, Jefferson City, MO 65102 and will be opened on **June 5, 2008 at 2:00 p.m.** Please note the enclosed Terms and Conditions that contain all "boiler plate" information and special notes.

If you have any questions about this bid, please feel free to contact me at 573-526-2744 or by email at reva.jones@modot.mo.gov.

Thank you.

Reva Jones
General Services Specialist



NOTIFICATION

In accordance with RSMo 414.365, MoDOT must use fuel with at least the biodiesel content of B-20. (<http://www.moga.mo.gov/statutes/C400-499/4140000365.htm>) By submitting a response to this bid, you agree to comply with all the terms of your company's standard equipment warranties, except to the extent the equipment problems are determined to be attributed to MoDOT's use of B-20 fuel.



PRICING SHEETS

Missouri Department of Transportation
General Services Division
Jefferson City, Missouri

The purpose of this document is to solicit competitive sealed bids from bidders for the purchase and/or lease of **motorgraders** for the ten district offices (see page 23) in accordance with the requirements stated herein.

Bid prices should be firm for purchase until June 30, 2009. Three (3) one-year extensions are available upon mutual consideration by Missouri Department of Transportation and the successful bidder. Allowance for inflation increases will be considered at the time of offer of these extensions.

Submit descriptive literature and specifications showing exact equipment you propose to furnish. Bid price should include the cost of two (2) Operator's Manuals, two (2) Parts Books, and two (2) Technical Service Manuals.

A COMPLETE LIST OR CATALOG DESCRIBING ALL AVAILABLE TRAINING MATERIALS RELATED TO THE ITEMS YOU ARE BIDDING MUST BE INCLUDED IN YOUR BID.

Warranty information beyond the Missouri Department of Transportation's requirement must be submitted with your bid.

NET DELIVERED FIRM PRICE is construed to be delivered complete and ready for use to the delivery destination.

This is a Multiple Award bid and there will be no 'one' bidder awarded each item within this bid. Each individual delivery destination will have sole responsibility for the discretion of all purchasing decisions. Criteria used to determine the Lowest and Best Bid are based on price, location of servicing dealers, past performance of servicing dealers, and past performance of different makes and models of motorgraders. This bid will not be awarded solely based on low price per delivery destination. You should indicate on the bid sheets which Districts you would like to provide services to in order for your bid to be considered. Units must be delivered to the listed delivery destinations but they will have to be serviced at other locations within the district.

LEASE OPTION

MoDOT desires to secure pricing for the option of leasing motorgraders as described in MoDOT Specification. These leases will be for a period of 12 months, 24 months, and/or 36 months, at which time MoDOT will return the unit(s) to the lesser. Payments for the lease will be **up front** with each payment being for the subsequent 12-month period. At this time, MoDOT is unable to commit to any specific quantity of units that will be leased. **ALL BID PRICES SHOULD BE NOTED AS "PER MONTH" RATE OVER THE TERM.**



Please submit a complete parts and options list with detailed pricing information for each motorgrader your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturers Suggested Retail Prices (MSRP) for all motorgrader options available in your data book or pricing guides.

% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount



Outright Purchase

Item #1: Outright purchase of one (1) new articulated 6x4 motorgrader meeting the attached MoDOT specification E731-D2, with dual/variable HP range, (140 – 185), 6-cylinder inline diesel engine.

NOTE: If bidding on more than one make and model please provide pricing on a separate sheet.

NET DELIVERED PRICE to any District in the State of Missouri, in care of the District General Services Manager (See page 23).

MAKE _____ **MODEL** _____ **HP** _____

PRICE \$ _____

OPTIONS

Option 1. Articulated 6x4 motorgrader (meeting same specification as E731-D2, (165-215 HP range).

MAKE _____ **MODEL** _____ **HP** _____

PRICE \$ _____

Option 2. Hydraulic rear benching wing (42")

PRICE \$ _____

Option 3. Hydraulic rear benching wing (60")

PRICE \$ _____

Option 4. Auto Shift Transmission

PRICE \$ _____

Option 5. Full-Height (High Profile) Cab

PRICE \$ _____

Option 6. _____

PRICE \$ _____

Option 7. _____

PRICE \$ _____

Option 8. _____

PRICE \$ _____

Option 9. _____

PRICE \$ _____

Option 10. _____

PRICE \$ _____

Option 11. _____

PRICE \$ _____

Option 12. _____

PRICE \$ _____

Option 13. _____

PRICE \$ _____

Option 14. _____

PRICE \$ _____



Straight Lease

Item #2: Straight lease of one (1) new articulated 6x4 motorgrader meeting the attached MoDOT specification E731-D2, with dual/variable HP (140–185), 6-cylinder inline diesel engine.

NOTE: If bidding on more than one make and model please provide pricing on a separate sheet.

NET DELIVERED PRICE to any District in the State of Missouri, in care of the District General Services Manager (See page 23).

MAKE _____ **MODEL** _____

Note: MoDOT will return the unit at the end of lease period.

Note: Assume 300 hours usage per year per unit.

<u>12 month</u>	<u>24 month</u>	<u>36 month</u>
_____	_____	_____
Overage/Hr	_____	

Note: Assume 500 hours usage per year per unit.

<u>12 month</u>	<u>24 month</u>	<u>36 month</u>
_____	_____	_____
Overage/Hr	_____	



Item #2 (Continued):

OPTIONS (FOR PRICING, CONSIDER SAME OPTIONS AS ITEM #1)

Bid price for options should not contain the price for the base unit. Prices should indicate the MONTHLY cost over the term of the lease.

	<u>12 month</u>	<u>End of lease Purchase Price</u>	<u>24 month</u>	<u>End of lease Purchase Price</u>	<u>36 month</u>	<u>End of lease Purchase Price</u>
Base Unit	_____	_____	_____	_____	_____	_____
Overage/Hr	_____	_____	_____	_____	_____	_____
Option 1	_____	_____	_____	_____	_____	_____
Option 2	_____	_____	_____	_____	_____	_____
Option 3	_____	_____	_____	_____	_____	_____
Option 4	_____	_____	_____	_____	_____	_____
Option 5	_____	_____	_____	_____	_____	_____
Option 6	_____	_____	_____	_____	_____	_____
Option 7	_____	_____	_____	_____	_____	_____
Option 8	_____	_____	_____	_____	_____	_____
Option 9	_____	_____	_____	_____	_____	_____
Option 10	_____	_____	_____	_____	_____	_____
Option 11	_____	_____	_____	_____	_____	_____
Option 12	_____	_____	_____	_____	_____	_____
Option 13	_____	_____	_____	_____	_____	_____
Option 14	_____	_____	_____	_____	_____	_____



Straight Lease

Item #2A: Straight lease of one (1) new articulated 6x4 motorgrader meeting the attached MoDOT specification E731-D2, with dual/variable HP (165-215), 6-cylinder inline diesel engine.

NOTE: If bidding on more than one make and model please provide pricing on a separate sheet.

NET DELIVERED PRICE to any District in the State of Missouri, in care of the District General Services Manager (See page 23).

MAKE _____ **MODEL** _____

Note: MoDOT will return the unit at the end of lease period.

Note: Assume 300 hours usage per year per unit.

12 month 24 month 36 month

Overage/Hr _____

Note: Assume 500 hours usage per year per unit.

12 month 24 month 36 month

Overage/Hr _____



Item #2A (Continued):

OPTIONS (FOR PRICING, CONSIDER SAME OPTIONS AS ITEM #1)

Bid price for options should not contain the price for the base unit. Prices should indicate the MONTHLY cost over the term of the lease.

	<u>12 month</u>	<u>End of lease Purchase Price</u>	<u>24 month</u>	<u>End of lease Purchase Price</u>	<u>36 month</u>	<u>End of lease Purchase Price</u>
Base Unit	_____	_____	_____	_____	_____	_____
Overage/Hr	_____	_____	_____	_____	_____	_____
Option 1	_____	_____	_____	_____	_____	_____
Option 2	_____	_____	_____	_____	_____	_____
Option 3	_____	_____	_____	_____	_____	_____
Option 4	_____	_____	_____	_____	_____	_____
Option 5	_____	_____	_____	_____	_____	_____
Option 6	_____	_____	_____	_____	_____	_____
Option 7	_____	_____	_____	_____	_____	_____
Option 8	_____	_____	_____	_____	_____	_____
Option 9	_____	_____	_____	_____	_____	_____
Option 10	_____	_____	_____	_____	_____	_____
Option 11	_____	_____	_____	_____	_____	_____
Option 12	_____	_____	_____	_____	_____	_____
Option 13	_____	_____	_____	_____	_____	_____
Option 14	_____	_____	_____	_____	_____	_____



Outright Purchase

Item #3: Outright purchase of one (1) new 6WD articulated 6x6 motorgrader meeting the attached MoDOT specification E731-D2. Front wheel with dual/variable HP range (165–185), 6-cylinder inline diesel engine. Unit shall have creeper gear function capability for running a blade mount milling attachment.

NET DELIVERED PRICE to any District in the State of Missouri, in care of the District General Services Manager (See page 23).

NOTE: If bidding on more than one make and model please provide pricing on a separate sheet.

MAKE _____ **MODEL** _____ **HP** _____

PRICE \$ _____

OPTIONS

Option 1. 6WD articulated 6x6 motorgrader (meeting the same specification as E731-D2, 185-230 HP range).

MAKE _____ **MODEL** _____ **HP** _____

PRICE \$ _____

Option 2. Hydraulic rear benching wing (42")

PRICE \$ _____

Option 3. Hydraulic rear benching wing (60")

PRICE \$ _____

Option 4. Auto Shift Transmission

PRICE \$ _____

Option 5. Full-Height (High-Profile) Cab

PRICE \$ _____

Option 6. _____

PRICE \$ _____

Option 7. _____

PRICE \$ _____

Option 8. _____

PRICE \$ _____

Option 9. _____

PRICE \$ _____

Option 10. _____

PRICE \$ _____

Option 11. _____

PRICE \$ _____

Option 12. _____

PRICE \$ _____

Option 13. _____

PRICE \$ _____

Option 14. _____

PRICE \$ _____



Straight Lease

Item #4: Straight lease of one (1) new 6WD articulated 6x6 motorgrader meeting the attached MoDOT specification E731-D2. Front wheel with dual/variable HP Range (165–185), 6-cylinder inline diesel engine. Unit shall have creeper gear function capability for running a blade mount milling attachment.

NOTE: If bidding on more than one make and model please provide pricing on a separate sheet.

NET DELIVERED PRICE to any District in the State of Missouri, in care of the District General Services Manager (See page 23).

MAKE _____ **MODEL** _____

Note: MoDOT will return the unit at the end of lease period.

Note: Assume 300 hours usage per year per unit.

<u>12 month</u>	<u>24 month</u>	<u>36 month</u>
_____	_____	_____
Overage/Hr	_____	

Note: Assume 500 hours usage per year per unit.

<u>12 month</u>	<u>24 month</u>	<u>36 month</u>
_____	_____	_____
Overage/Hr	_____	



Item #4 (Continued):

OPTIONS (FOR PRICING, CONSIDER SAME OPTIONS AS ITEM #3)

Bid price for options should not contain the price for the base unit. Prices should indicate the MONTHLY cost over the term of the lease.

	<u>12 month</u>	<u>End of lease Purchase Price</u>	<u>24 month</u>	<u>End of lease Purchase Price</u>	<u>36 month</u>	<u>End of lease Purchase Price</u>
Base Unit	_____	_____	_____	_____	_____	_____
Overage/Hr	_____	_____	_____	_____	_____	_____
Option 1	_____	_____	_____	_____	_____	_____
Option 2	_____	_____	_____	_____	_____	_____
Option 3	_____	_____	_____	_____	_____	_____
Option 4	_____	_____	_____	_____	_____	_____
Option 5	_____	_____	_____	_____	_____	_____
Option 6	_____	_____	_____	_____	_____	_____
Option 7	_____	_____	_____	_____	_____	_____
Option 8	_____	_____	_____	_____	_____	_____
Option 9	_____	_____	_____	_____	_____	_____
Option 10	_____	_____	_____	_____	_____	_____
Option 11	_____	_____	_____	_____	_____	_____
Option 12	_____	_____	_____	_____	_____	_____
Option 13	_____	_____	_____	_____	_____	_____
Option 14	_____	_____	_____	_____	_____	_____



Straight Lease

Item #4A: Straight lease of one (1) new 6WD articulated 6x6 motorgrader meeting the attached MoDOT specification E731-D2. Front wheel with dual/variable HP Range (185-230), 6-cylinder inline diesel engine. Unit shall have creeper gear function capability for running a blade mount milling attachment.

NOTE: If bidding on more than one make and model please provide pricing on a separate sheet.

NET DELIVERED PRICE to any District in the State of Missouri, in care of the District General Services Manager (See page 23).

MAKE _____ **MODEL** _____

Note: MoDOT will return the unit at the end of lease period.

Note: Assume 300 hours usage per year per unit.

<u>12 month</u>	<u>24 month</u>	<u>36 month</u>
_____	_____	_____
Overage/Hr	_____	

Note: Assume 500 hours usage per year per unit.

<u>12 month</u>	<u>24 month</u>	<u>36 month</u>
_____	_____	_____
Overage/Hr	_____	



Item #4A (Continued):

OPTIONS (FOR PRICING, CONSIDER SAME OPTIONS AS ITEM #3)

Bid price for options should not contain the price for the base unit. Prices should indicate the MONTHLY cost over the term of the lease.

	<u>12 month</u>	<u>End of lease Purchase Price</u>	<u>24 month</u>	<u>End of lease Purchase Price</u>	<u>36 month</u>	<u>End of lease Purchase Price</u>
Base Unit	_____	_____	_____	_____	_____	_____
Overage/Hr	_____	_____	_____	_____	_____	_____
Option 1	_____	_____	_____	_____	_____	_____
Option 2	_____	_____	_____	_____	_____	_____
Option 3	_____	_____	_____	_____	_____	_____
Option 4	_____	_____	_____	_____	_____	_____
Option 5	_____	_____	_____	_____	_____	_____
Option 6	_____	_____	_____	_____	_____	_____
Option 7	_____	_____	_____	_____	_____	_____
Option 8	_____	_____	_____	_____	_____	_____
Option 9	_____	_____	_____	_____	_____	_____
Option 10	_____	_____	_____	_____	_____	_____
Option 11	_____	_____	_____	_____	_____	_____
Option 12	_____	_____	_____	_____	_____	_____
Option 13	_____	_____	_____	_____	_____	_____
Option 14	_____	_____	_____	_____	_____	_____



Item #5: Training

Optional training

a.) 12 hour Basic Operation and Diagnostics

Price per student: \$_____

Optional software

a.) Diagnostic software, cables, and interface:

Price per set: \$_____

Optional Maintenance

a.) Price for vendor to perform the first scheduled on-site maintenance: Price per unit: \$_____



Training

Each backhoe and loader purchased by MoDOT shall have the minimum mandatory training supplied as outlined below:

Item #1 – Mandatory for each unit sold (if multiple, at MoDOT's discretion, training may be combined)

Four (4) hours safe operation and routine/preventive maintenance for mechanics and operators. Training time and location shall be coordinated with district personnel. The vendor shall supply training within one month of acceptance by MoDOT. All costs associated with training and materials supplied shall be the responsibility of the vendor. Training shall be provided by a factory or dealership personnel. The trainer must be approved by MoDOT. Training content shall be tailored to cover the specific units sold.

Item #2 - Price must be included for each item for the following optional training: (Price per student)

Training shall be provided by a factory or dealership personnel. The trainer must be approved by MoDOT. Training content shall be tailored to cover the specific units sold.

Should the training not meet the requirements (needs of the employees being trained,) indicated below, the vendor shall come back to the location the training first took place and hold the training again.

a.) 8 hours Electronic Operation and Diagnostics

1. Engine
2. Transmission
3. HVAC
4. Hydraulics
5. Calibration Procedures

b.) 4 hours Hydraulic & Transmission Mechanical Diagnostic

1. Operation
2. Adjustments
3. Pressure/Flow Tests

Item #3 - Optional Software – Price must be included for the following: diagnostic software, cables, and interface. (Price per set)

Item #4 - Optional price for vendor to perform the first scheduled on-site maintenance. Vendor shall supply all labor associated with the maintenance. All materials used for maintenance will be supplied by MoDOT. At MoDOT's discretion, this first scheduled maintenance may be used as a training class for mechanics and maintenance employees.



Item #5 - Vendors must allow MoDOT technicians to attend any in-depth factory technical training as deemed necessary by MoDOT. Training shall be the same as received by dealership personnel with content tailored to cover specific units sold. Vendor must supply training to MoDOT at the same cost as dealership personnel.

Manuals

- a. One set of service and parts CD's per unit sold.
- b. Operator manuals must be hard copy and supplied with each individual unit.

All vendors shall provide toll free numbers for technical assistance on all components of the items bid. Toll free numbers shall be manned during normal working hours (8 AM to 5 PM).



NOTE: For bids to be considered, the attachment entitled "PREFERENCE IN PURCHASING PRODUCTS" must be either attached to the bid or on file in this office and must be dated in the current model year.

NOTE: The attachment entitled "MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT" certificates of compliance must be completed and submitted with your bid for it to be considered responsive.

The undersigned, as bidder, understands that this project involves state funds and the bidder awarded the contract will be required to comply with Executive Order 94-03 of the Governor of the State of Missouri dated January 14, 1994. This order stipulates that there shall be no discriminatory employment practices by the contractor or his subcontractors, if any, based on race, color, religion, creed, national origin, sex, or age. The undersigned contractor or his subcontractors, if any, shall give written notice of their commitments under this clause to any labor union which they have bargaining or other agreements.

BIDS TO BE MAILED TO:

Missouri Department of Transportation
General Services - Fleet
P.O. Box 270
1320 Creek Trail Drive
Jefferson City, Missouri 65102

**Clearly marked
Bid Request No. 3-080605**

FIRM _____

STREET _____

CITY _____

STATE _____ ZIP _____

TELEPHONE _____

SIGNATURE _____

PRINT NAME _____

E-MAIL _____

FEIN # _____



3-080605

NOTICE *** NOTICE ***** NOTICE**

The department is interested in assisting Missouri counties, cities, special road districts, etc. in purchasing equipment that meets the Missouri Department of Transportation's specifications.

Each bidder is asked to indicate below whether they would be willing to offer equipment for sale to these local political entities at the same bid price offered to this department.

It is understood the department will not issue purchase orders, accept delivery nor make payment for equipment ordered by any of these agencies. It is further understood the price is based on the unit meeting the department's specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities, or other political entities.

YES _____ NO _____

If the price varies throughout the state on department bids, because of different delivery destinations please indicate the price f.o.b. your location that would be offered as described above.

\$ _____
(Price) (Location)

Company Name _____

Address _____

Phone Number _____

Signature _____

Title _____

Date _____

(Each vendor should complete the appropriate sections of this form and submit with their bid.)



PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.



MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

- [] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.
- [] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

- [] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

- [] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____
- [] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____



MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT CONTINUED

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.



All prices must include completed delivery to any of the below listed delivery destinations.

Missouri Department of Transportation
District 1 Garage
3602 N. Belt Highway
St. Joseph, Missouri 64502
Maint & Traffic Eng, **Koelle Barbour**
Koelle.barbour@modot.mo.gov
816-387-2446

Missouri Department of Transportation
District 6 Garage
2309 Barrett Station Rd.
Ballwin, Missouri 63021
General Services Manager, **Robert Zahner**
robert.zahner@modot.mo.gov
314-301-1422

Missouri Department of Transportation
District 2 Garage
902 N. Missouri St.
Macon, Missouri 63552
General Services Manager, **Joseph Hinton**
joseph.hinton@modot.mo.gov
660-385-8240

Missouri Department of Transportation
District 7 Garage
3901 East 32nd Street
Joplin, Missouri 64804
General Services Manager, **John Sinclair**
john.sinclair@modot.mo.gov
417-629-3220

Missouri Department of Transportation
District 3 Garage
Highway 61 South
Hannibal, Missouri 63401
General Services Manager, **Darrell Barnes**
darrell.barnes@modot.mo.gov
573-248-2590

Missouri Department of Transportation
District 8 Garage
3025 E. Kearney
Springfield, Missouri 65804
General Services Manager, **Brad Leonard**
bradley.Leonard@modot.mo.gov
417-895-7700

Missouri Department of Transportation
District 4 Garage
2050 N.E. Independence.
Lee Summit Missouri 64064
General Services Manager, **Cindy Beebe**
cynthia.beebe@modot.mo.gov
816-622-0053

Missouri Department of Transportation
District 9 Garage
3956 East Main
Willow Springs, Missouri 65793
General Services Manager, **Jacky Traw**
jacky.traw@modot.mo.gov
417-469-9041

Missouri Department of Transportation
District 5 Garage
1511 Missouri Blvd
Jefferson City, Missouri 65101
General Services Manager, **Coleen Welter**
coleen.welter@modot.mo.gov
573-751-3660

Missouri Department of Transportation
District 10 Garage
201 N. Main
Sikeston, Missouri 63801
General Services Manager, **Ronald Miller**
ronald.miller@modot.mo.gov
573-472-5318

Missouri Department of Transportation
General Services Complex
830 MoDOT Drive
Jefferson City, Missouri 65101
Mechanic Supervisor, **Kenny Terry**
Kenny.terry@modot.mo.gov
573-751-8752

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

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method

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

and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- d. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the

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- c. Contractor in the fulfillment of the contract with the MHTC.
- d. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

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

Indemnification

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

SPECIAL TERMS AND CONDITIONS

Insurance

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
 - 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.
 - 2) Public Liability (includes property damage and personal injury):
 - i. Not less than \$400,000 for any one person in a single accident or occurrence.
 - ii. Not less than \$2,500,000 for all claims arising out of a single occurrence.
 - 3) Special Hazard Insurance: As required.
 - 4) Builder's Risk: Not less than the full Contract amount.

Required Specifications

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification and any other provisions outlined in the solicitation documents.

Award

This is a Multiple Award bid and there will be no 'one' bidder awarded each item within this bid. Each individual delivery destination will have sole responsibility for the discretion of all purchasing decisions. Criteria used to determine the Lowest and Best Bid are based on price, location of servicing dealers, past performance of servicing dealers, and past performance of different makes and models of backhoes and loaders.

Cancellation of Contract

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.
- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of one-hundred dollars (\$100.00) per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work shall not be assessable days.**



**MISSOURI DEPARTMENT OF TRANSPORTATION
DIVISION OF GENERAL SERVICES EXTRA HEAVY DUTY ARTICULATED
MOTORGRADER
MINIMUM SPECIFICATIONS**

ENGINE – Diesel, Dual/Variable HP inline 6 cylinder, turbo-charged, electronically controlled with 110 volt block style heater rated at minimum of 750 watts, electrically heated intake air cold start system, and heavy-duty two-stage, dual element, dry type air cleaner with service indicator. A hinged or bolt-on removable guard should protect the radiator. Engine side panels should be lockable and keyed alike. The engine shall have mounts between engine and frame to help reduce noise and vibration. Must meet Tier III emission requirements.

TRANSMISSION – 8-speed forward, 4-speed reverse, direct drive power shift with front and rear transmission guards. The transmission shall have mounts between transmission and frame to help reduce noise and vibration.

HYDRAULICS – Closed center system, load sensing with hydraulic tank, locking cap and check valves in all hydraulic cylinders with spin on filtering system having a 10 micron rating or better.

DIFFERENTIAL LOCK - Tandem drive train differential with manual lock/unlock control switch. Must provide positive control of the lock/unlock capability in the cab. No-Spin or Limited Slip Differential is not acceptable.

BRAKES, POWER - Minimum performance criteria in accordance with SAE Standard J1152 APR80.

Service - Four-wheel hydraulic power boosted wet disc with foot pedal, operator warning system, and reserve power assist. Air brakes are acceptable only if an air dryer system is included.

Parking – Hand or electronically activated, disc type, mounted on the output shaft of the transmission with both audio and visual warning systems. Must be capable of holding stopped vehicle in stationary position.

Emergency - Manual application from operator's position.

NOTE: The above brake system may use common components.

ARTICULATED FRAME - Hydraulically articulated frame with in-cab controls.

MOLDBOARD, HYDRAULICALLY OPERATED – 14' x 24" (or 25" is acceptable) x 3/4" moldboard with replaceable end bits, constructed of high-carbon steel. The moldboard shall be equipped with a hydraulically operated side shift to the right and left of center position. Moldboard controls shall provide a float position. Power tilt moldboard shall be furnished with a minimum of 44° total tilt range. Minimum blade down pressure shall be 16,500 pounds. Minimum blade pull pressure shall be 20,500 pounds. Circle rotation drive shall be protected with a slip clutch, relief valve, or other suitable device.

FRONT LIFT GROUP CAPABILITY - Unit shall have all necessary plumbing to the front of motorgrader to operate attachments. Lift group brackets are to be mounted in front of front wheels with brackets properly mounted to the unit to accommodate a vendor supplied mounting bracket or plate to allow the attachment to work with a department owned V-plow; a front mount class 1 parallel J hook style lift group front lift group (comparable to a Rybind MG1 or Cat/Balderson front lift group). Vendors must also supply one set of female pin-loc J-Hook adapters for existing MoDOT attachments. Hydraulic system to the front lift group shall have float capabilities.

WEIGHT – Minimum operating weight (without attachments) 30,000 lbs.

CONTROLS - Full hydraulic, variable speeds, positive hand levers in cab.



STEERING – Hydraulic powered, front wheel with hydraulic booster AUDIBLE ALARM SYSTEM - In accordance with OSHA Standards listed in Federal Register Volume 37, Number 243, Subpart O, Section 1926.602, Paragraph 9. The sound shall be distinguishable from surrounding noise level and the horn switch shall be mounted within easy reach of operator, it shall have an independently controlled reverse signal alarm horn with automatic noise level that sounds when grader is shifted into reverse gear.

ELECTRICAL SYSTEM - 24 VOLT - Not less than 100 amp heavy-duty alternator, internal voltage regulator, and two 12 volt, number 4D BCI dimensional group size batteries with at least 170 ampere hours and minimum of 800 CCA per battery with a battery master disconnect switch. A 24-volt to 12-volt converter with isolators with a minimum 25-amp output is to be supplied by the vendor.

LIGHTS AND SIGNALS - Complete set of electric lights (10 standard to include 2 front, 2 rear, 2 mid-mount, 2 lower cab, and 2 top of cab in the front), including clearance lights, headlights with dimmer switch, moldboard work light, rear flood lights, red stop and taillights, inside cab dome light and instrument dash lights. Extra front work light for use with plow. If available, lights shall be LED.

BEACON WIRING/SWITCH – Unit shall have factory installed beacon switch and circuit protection with wiring harness routed to the rear of the cab roof to facilitate later installation of warning lights. If available, unit shall have a folding style beacon bracket.

INSTRUMENTATION – Gauges shall include coolant temperature, engine oil pressure, fuel, hour meter, and air cleaner service indicator.

TIRES AND WHEELS - 1400 X 2400 Radial ply Michelin XTLA or approved equivalent tubeless tires, front and rear (lug type). Wheels to be 10" multi-piece rims, front and rear. If available, a spare tire and wheel is to be included.

TOW HITCHES - Front and rear.

CAB AND ROLLOVER PROTECTIVE STRUCTURE - ROPS minimum performance criteria in accordance with SAE J396A Standards. Fully enclosed, all-weather, insulated, sound-suppressed, steel cab with shatter-proof glass, all-around visibility, roll-over protective structure, heavy-duty electric windshield wipers (front, rear and lower front with washer), dual fan heavy-duty hot water heater and factory installed air conditioning, all-metal adjustable defroster fan front and rear with safety guard, inside cab mounted rearview mirror, dome light, floor mat, manufacturer's best available adjustable suspension upholstered operators seat with arm rests, retractable seat belt and door locks. AM/FM radio. The cab will have a minimum of one full access left-hand door with a minimum of one emergency exit (pop out window or 2nd door) besides the left-hand door. The cab shall have mounts between cab and frame to help reduce noise and vibration. It shall meet OSHA 90 DBA sound level requirements for eight hours. ROPS enclosure must be certified and labeled. Five pound fire extinguisher shall be included. NOTE: Optional left and right outside rear view mirrors would be preferred but are not mandatory.

FUEL TANK – Minimum 90 gallon capacity.

COLOR - Color to be manufacturer's standard safety or industrial yellow over a prime coat.

MISCELLANEOUS - The unit to be furnished shall have the following: muffler, leaning wheel front axle, foot accelerator, and locking caps on the fuel tank, and radiator. Any additional or optional equipment not specified above and supplied with the unit should only be that which is regularly furnished by the motorgrader manufacturer.

Complete machine must be manufactured in accordance with the latest adopted OSHA or SAE Standards and amendments thereto except where otherwise specified.

Decals and all other forms of Dealer Advertisements are to be left off units delivered to the department.

Any dealer advertisements larger than 12 square inches must be removed or covered. Mounting brackets wiring and switchgear for cab mounted strobe or LED.

EPLS

Excluded Parties List System



Search - Current Exclusions

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

View Cause and Treatment Code Descriptions

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

Agency & Acronym Information

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

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : Tri-State
State : MISSOURI

As of 10-Jan-2012 11:06 AM EST

Save to MyEPLS

Your search returned no results.

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Resources

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

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

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

Contact Information

- > For Help: Federal Service Desk

CERTIFIED COPY OF ORDER



STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 12

County of Boone

In the County Commission of said county, on the

31st

day of

January

20 12

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

Now on this day the County Commission of the County of Boone does hereby authorize Commissioner Karen M. Miller to sign change orders up to \$5,000 for the Johnson Building and Alternative Sentencing Center projects.

Done this 31st day of January, 2012.

ATTEST:

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

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 31st day of January 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the first amendment to the Community Health Center lease. The terms of this agreement are stipulated in the attached amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said amendment.

Done this 31st day of January, 2012.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

**FIRST AMENDMENT
TO
COMMUNITY HEALTH CENTER LEASE**

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Lease") is entered into effective on the 31 day of January, 2012, and amends the Community Health Center Lease dated July 10, 2003, by and between Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission, hereinafter referred to as "Landlord" or "County," and Family Health Center of Boone County, a Missouri not-for-profit corporation, hereinafter called "Tenant."

WHEREAS, Landlord and Tenant have entered into a 180 month (15-year) lease dated July 10, 2003; and

WHEREAS, Landlord and Tenant both have certain maintenance responsibilities for the leased premises under the terms of the original Lease; and

WHEREAS, Landlord has completed a cost analysis to quantify its obligation to maintain Major Building Components as referenced in Section VII of the original Lease, which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, Tenant has been paying, and has received credit by Landlord for paying, the annual amount of \$7,031.00 under Section VII of the original Lease as and for the Major Building Components for which Landlord is responsible; and

WHEREAS, Landlord and Tenant have identified certain other issues regarding assessments from the Columbia/Boone County Health Department Condominium Board, which are passed through to Tenant under Section IX of the original Lease, as well as issues relating to the parking lot improvements constructed in 2006-2007, and both parties desire to finally resolve those issues by settlement through this Agreement; and

WHEREAS, the parties desire to clarify and restate the main payment provisions of the original Lease as they relate to the payment of rent, the payment of assessments, and the payment of funds for the Major Building Components as contemplated in Sections VII and IX of the original Lease.

NOW, THEREFORE, in consideration of the mutual covenants of the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do agree as follows:

1. **Base Rent:** FHC has paid, and shall continue to pay, base rent for the initial term of 180 months in the amount of Six Thousand Eight Hundred Two Dollars (\$6,802.00) per month. This is the amount of base monthly rent which was calculated by the parties as

contemplated in Section IX of the original Lease. If the Lease is renewed so as to extend beyond the 30th day of June, 2019, the Base Rent shall be as agreed upon by the parties or as set pursuant to the three (3) appraisers contemplated in Section III of the original Lease.

2. **Condominium Assessments:** FHC will pay all future assessments from the Columbia/Boone County Health Department Condominium, or any successor entity, on the basis of the finished square footage of the full building constructed on the subject property. This will result in an assessment of 37.84% to FHC of any assessments payable from the County under the currently-constructed, total square footage. This is the correct percentage assessment, as based on the total finished square footage, irrespective of the approximate numbers contained in the Declaration of Condominium or the physical boundaries of the property as depicted in the Declaration of Condominium. If the City of Columbia ("City") and County abolish the Condominium and, instead, co-own the subject property through an entity created pursuant to RSMo §70.220 and RSMo §70.260, the joint board created by the City and County will continue to operate in all essential respects as the provisions of the original Lease contemplate the Columbia/Boone County Health Department Condominium would operate, thus any such change will not have any substantive impact on Tenant. In that event, all references to the Columbia/Boone County Health Department Condominium contained in the original Lease shall be considered amended so as to refer to the joint board created by the City and County to own and operate the property of which the demised premises is a part.
3. **Major Building Components:** Attached hereto as Exhibit "A" is an analysis of the Major Building Components and the resulting calculation of the monthly sum due from Tenant to Landlord as contemplated in Section VII of the original Lease. Said Exhibit "A" is incorporated herein by reference. FHC will pay the monthly sum of \$585.92 to satisfy its obligations under Section VII of the original Lease to compensate Landlord for its anticipated expenses in maintaining the Major Building Components identified in the attached Exhibit "A."
4. **Parking Lot Construction:** In addition to all other payments contemplated herein and in the original Lease, Tenant shall pay to Landlord the sum of \$31,150.75 over a period of 24 months, commencing January, 2012, for Tenant's reimbursement of the past condominium assessments relating to the parking lot construction activities which took place in 2006-2007. This will result in an additional monthly payment of \$1,297.95 per month for a total of 24 months. Upon completion of the 24th payment, Landlord shall adjust its records so as to indicate a reduction in the past-due assessments from Tenant in the amount of \$5,691.00, which is the result of the compromise and settlement of all outstanding issues in the Lease Agreement between the parties as reflected in this First Amendment to Community Health Center Lease. Provided Tenant makes the 24 payments as contemplated in this paragraph, Tenant shall not be responsible to pay Landlord any interest on the disputed assessment amount due of \$36,841.75, as the interest is also being waived by Landlord as part of this compromise and settlement.

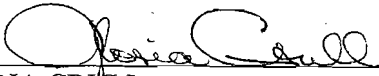
5. **Other Provisions of Lease to Remain in Effect:** All provisions of the original Lease not specifically modified or clarified in this First Amendment to Community Health Center Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Community Health Center Lease by their duly authorized representatives on the date(s) indicated below.

TENANT:
Family Health Center of Boone County

LANDLORD:
Boone County, Missouri

By:



GLORIA CRULL
Executive Director




DANIEL K. ATWILL
Presiding Commissioner

DATED: 01/12/2012

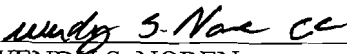
DATED: 1/31/12

Attest:



Secretary, Board of Directors

Attest:



WENDY S. NOREN
Boone County Clerk

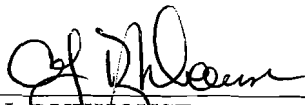


LINDA REESE
My Commission Expires
July 20, 2015
Boone County
Commission #11216608



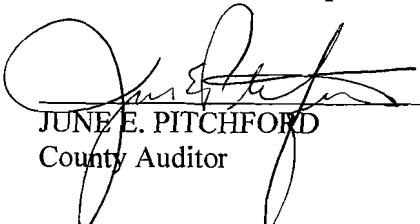
01/12/2012

Approved as to Legal Form:

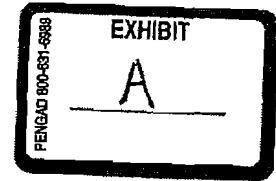


C.J. DYKHOUSE
County Counselor

**Received and Acknowledged for
Budget and Audit Purposes:**



JUNE E. PITCHFORD
County Auditor



FAMILY HEALTH CENTER LEASE

Major Building Components – Cost Analysis for Section VII of Lease Landlord's Obligation to Repair per Section VII of Lease

(Note – If not listed here, the component is Tenant's responsibility to repair/replace under terms of Lease, including any future tenant-installed power generation equipment)

- 1) HVAC – Roof Top Units
 - a) Units 7, 8, 9, 10 & 11 all serve Family Health Center (Unit #2)
 - b) All new units in 2003
 - c) Estimated life: 12-15 years; 13.5 average life
 - d) Estimated replacement cost: \$17,500 each, or \$87,500 total
 - e) Calculation for Lease Purposes: $\$87,500 * 15/13.5 = \$97,222.00 / 15 = \$6,481.00 / \text{year}$

- 2) Other HVAC components by Roof Top Unit
 - a) Roof Top Unit #7:
 - i) 8 Zone Dampeners
 - (1) New in 2003
 - (2) Estimated life: 50 years
 - (3) Estimated replacement cost: \$5,000.00 est.
 - (4) Calculation for Lease Purposes: $\$5,000 * 15/50 = \$1,500.00/15 = \$100.00/\text{year}$
 - b) Roof Top Unit #8:
 - i) 4 Fan Terminal Units
 - (1) New in 2003
 - (2) Estimated Life: 50 years
 - (3) Estimated replacement cost: \$5,000.00 est.
 - (4) Calculation for Lease Purposes: $\$5,000 * 15/50 = \$1,500.00/15 = \$100.00/\text{year}$
 - c) Roof Top Unit #9:
 - i) 1 Fan Terminal Unit
 - (1) New in 2003
 - (2) Estimated life: 50 years
 - (3) Estimated replacement cost: \$5,000.00 est.
 - (4) Calculation for Lease Purposes: $\$5,000 * 15/50 = \$1,500.00/15 = \$100.00/\text{year}$
 - ii) 4 Variable Air Volume
 - (1) New in 2003
 - (2) Estimated life: 50 years
 - (3) Estimated replacement cost: \$5,000.00 est.
 - (4) Calculation for Lease Purposes: $\$5,000 * 15/50 = \$1,500.00/15 = \$100.00/\text{year}$
 - d) Roof Top Unit #10:
 - i) Only diffusers
 - ii) All new in 2003

- iii) Estimated useful life: well in excess of 15 years
 - iv) Calculation for Lease Purposes: \$0
- e) Roof Top Unit #11:
 - i) Only diffusers
 - ii) All new in 2003
 - iii) Estimated useful life: well in excess of 15 years
 - iv) Calculation for Lease Purposes: \$0
- 3) Natural Gas Line serving roof top units
 - a) Supplies natural gas to all roof top units serving Family Health Center
 - b) New in 2003
 - c) Estimated life: well in excess of 15 years
 - d) Estimated replacement cost: \$0 during lease
 - e) Calculation for Lease Purposes: \$0
- 4) Sewer Service Line from north edge of building to clean out
 - a) From the clean out back to the building – Tenant’s responsibility
 - b) From the clean out to the City main – Landlord’s responsibility
 - c) Assuming no line collapse – estimated clean out costs \$500 every 5 years
 - d) Estimated repair costs: \$500 / 5 years or \$1,500 over term of lease
 - e) Calculation for Lease Purposes: $\$1,500 * 15 / 15 = \$1,500 / 15 = \$100.00 / \text{year}$
- 5) Exterior Water Line
 - a) Supplies water to building
 - b) Assuming no major earth movement, estimated life well in excess of 15 years
 - c) Estimated replacement cost: \$0 during lease
 - d) Calculation for Lease Purposes: \$0
- 6) Exterior Electrical Service
 - a) As a practical matter, there is no exterior electrical. Meter on north side of building runs direction through conduit on other side of wall
 - b) No estimated repair costs from meter to electrical service (approximately 3 feet distance of wire)
 - c) Calculation for Lease Purposes: \$0
- 7) Furnace Filters: \$600.00/year est. or \$50.00 per month

(TOTAL ESTIMATED ANNUAL CALCULATION FOR LEASE PURPOSES:
\$7,031.00/year)