

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 4<sup>th</sup> day of September 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 the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 440 E. Clearview Drive (parcel # 11-619-24-01-042.00 01).

Done this 4<sup>th</sup> day of September, 2012.



Daniel K. Atwill  
Presiding Commissioner

ATTEST:

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

Absort  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	September Session
440 E. Clearview Drive	)	July Adjourned
Columbia, MO	)	Term 2012
	)	Commission Order No. <u>428-2012</u>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 4<sup>th</sup> day of September 2012, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: junk in the form of discarded materials including metal, glass, paper, cardboard, appliances, furniture, trash and tires on the premises.
4. The location of the public nuisance is as follows: 440 E. Clearview Drive, a/k/a parcel# 11-619-24-01-042.00 01, Section 24, Township 49, Range 13 as shown in deed book 3761 page 0221, Boone County.
5. The specific violation of the Code is: junk in the form of discarded materials including metal, glass, paper, cardboard, appliances, furniture, trash and tires in violation of section 6.5 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 24<sup>th</sup> day of July 2012 to the lien holder and on the 25<sup>th</sup> day of July to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly,

in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

**Order For Abatement Chargeable As a Special Assessment To The Property**

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Boone County Clerk













Billy D. Turner and Cardena F. Comley/USDA  
440 E. Clearview Drive  
TIMELINE

- 7/19/12: citizen complaint received
- 7/20/12: initial inspection conducted
- 7/23/12: notice of violation sent to owner and lienholder
- 7/24/12: lienholder signed for notice
- 7/25/12: owner signed for notice
- 8/14/12: second citizen complaint received
- 8/21/12: 2<sup>nd</sup> reinspection conducted – violation not abated
- 8/24/12: hearing notice sent
- 8/29/12: photographs of violations taken at ~ 2:30 pm



# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

DIVISION OF ENVIRONMENTAL HEALTH

## HEARING NOTICE

Billy D. Turner and Cardena F. Comley  
440 E. Clearview Drive  
Columbia, MO 65202

An inspection of the property you own located at 440 E. Clearview Drive (parcel # 11-619-24-01-042.00 01) was conducted on July 20, 2012 and revealed junk in the form of discarded materials including metal, glass, paper, cardboard, appliances, furniture, trash and tires on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, September 4, 2012 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

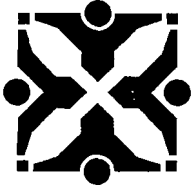
If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine Vellema  
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 24 day of August 2012 by [Signature]



# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

DIVISION OF ENVIRONMENTAL HEALTH

## HEARING NOTICE

United States of America  
Rural Housing Service – Centralized Service Center – USDA  
PO Box 66889  
St. Louis, MO 63166

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Sincerely,

Kristine Vellema  
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 24 day of August 2012 by ON.

1005 W. WORLEY ST. • P.O. BOX 6015 • COLUMBIA, MISSOURI 65205-6015  
(573) 874-7346 • TTY (573) 874-7356 • FAX (573) 817-6407  
[www.GoColumbiaMo.com](http://www.GoColumbiaMo.com)

S Jun 17, 2012 8:55:12 AM EDT  
 File: Edit Commands Help  
**SUNGARD PUBLIC SECTOR**  
 NavLine

5390  
 Events  
 Email log  
 Reminders  
 Work requests

---

**Call Information**  
 Call ID: 5390      Status: Open      Entity: City of Columbia  
 Description:  
 Comments  
 BILLY TURNER'S HOUSE IN CLEARVIEW. FRONT AND SIDES ARE FULL OF JUNK.

---

<b>Call Details</b> Call type: CE-County Nuisance Entry date/time: 07/19/2012 12:59:44 Entry user ID: Cassidy, Katy K. HL-ASA II Origin: Work group: Environmental Health	<b>Contact Information</b> Contact ID: 154830 Contact name: Undefined Home phone: (573) 999-9999 Customer: Location: Service:
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<b>Call Assignment/Notification</b> Contact notification: None Notification date: Email updates: No Notification user: Forward to user: Vellema, Kristine - Health E	<b>Close Information</b> Close date/time: 00:00:00 Close user: Elapsed time: Action taken:
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SUNGARD PUBLIC SECTOR  
NavLine

File Edit Commands Help

5414  
 Events  
 Email log  
 Reminders  
 Work requests

**Call Information**

Call ID: 5414      Status: Open      Entity: City of Columbia  
 Description:  
 Comments  
 440 Clearview has garbage in the yard.

**Call Details**

Call type: CE-County Nuisance  
 Entry date/time: 08/14/2012 08:27:27  
 Entry user ID: Nichols, Denise M. - HL ASA  
 Origin: Telephone  
 Work group: Environmental Health

**Contact Information**

Contact ID: 154830  
 Contact name: Undefined  
 Home phone: (573) 999-9999  
 Customer:  
 Location:  
 Service:

**Call Assignment/Notification**

Contact notification: Call back  
 Notification date:  
 Email updates: No  
 Notification user:  
 Forward to user: Vellema, Kristine - Health E

**Close Information**

Close date/time: 00:00:00  
 Close user:  
 Elapsed time:  
 Action taken:

Print  
 Cancel  
 Exit  
 Refresh  
 Toggle Inform...  
 Contact Inquiry



# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES  
DIVISION OF ENVIRONMENTAL HEALTH

## NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Billy D. Turner and Cardena F. Comley  
440 E. Clearview Drive  
Columbia, MO 65202

An inspection of the property you own located at 440 E. Clearview Drive (parcel # 11-619-24-01-042.00 01) was conducted on July 20, 2012 and revealed junk in the form of discarded materials including metal, glass, paper, cardboard, appliances, furniture, trash and tires on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Kristine N. Vellema  
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 23 day of July 2012 by DV.

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015  
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407  
[www.GoColumbiaMo.com](http://www.GoColumbiaMo.com)



# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES  
DIVISION OF ENVIRONMENTAL HEALTH

## NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

United States of America  
Rural Housing Service – Centralized Servicing Center –USDA  
PO Box 66889  
St. Louis, MO 63166

An inspection of the property you hold a lien on located at 440 E. Clearview Drive (parcel # 11-619-24-01-042.00 01) was conducted on July 20, 2012 and revealed junk in the form of discarded materials including metal, glass, paper, cardboard, appliances, furniture, trash and tires on the premises.

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Sincerely,

Kristine N. Vellema  
Environmental Health Specialist

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1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015  
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**CERTIFIED MAIL™ RECEIPT**  
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**OFFICIAL USE**

7011 1150 0000 8664 6068

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		5.75
Total Postage & Fees	\$	



Billy D. Turner and Cardena F. Comley  
 6011 N. Gregory Drive  
 Columbia, MO 65202-8150

See reverse for instructions

**SENDER: COMPLETE THIS SECTION**

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Billy D. Turner and Cardena F. Comley  
 6011 N. Gregory Drive  
 Columbia, MO 65202-8150

2. Article Number:  
*(Transfer from service label)* **XIV**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee

B. Received by (*Printed Name*) *Billy D. Turner* C. Date of Delivery *7-29-12*

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (*Extra Fee*)  Yes

7011 1150 0000 8664 6068



7011 1150 0000 8664 6075

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

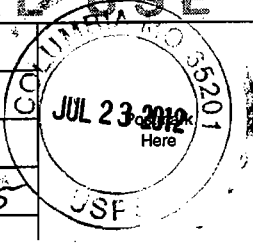
For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	5.75

United States of America  
Rural Housing Service- Centralized  
Servicing Center- USDA  
PO Box 66889  
St. Louis, Mo 63166

See reverse for Instructions



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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

United States of America  
Rural Housing Service- Centralized  
Servicing Center- USDA  
PO Box 66889  
St. Louis, Mo 63166

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
**X USDA - RD**  Agent  Addressee

B. Received by (*Printed Name*) C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

**REC'D JUL 24 REC'D**

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (*Extra Fee*)  Yes

2. Article Number  
*(Transfer from service label)*

7011 1150 0000 8664 6075

**Parcel** 11-619-24-01-042.00 01

**Property Location** 440 E CLEARVIEW DR

City BOONE COUNTY (L1) Road COUNTY ROAD DISTRICT (CO) School COLUMBIA (C1)  
Library BOONE COUNTY (L1) Fire BOONE COUNTY (F1)

Owner TURNER BILLY D & CARDENA F COMLEY  
Address 440 E CLEARVIEW DR  
City, State Zip COLUMBIA, MO 65202

Subdivision Plat Book/Page 0010 0093  
Section/Township/Range 24 49 13

Legal Description CLEARVIEW PLAT 2  
LOT 24  
Lot Size 80 x 125

Deed Book/Page 3761 0221 3609 0169 3581 0066 3539 0021

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	14,500	57,300	71,800	RI	2,755	10,887	13,642
Totals	14,500	57,300	71,800	Totals	2,755	10,887	13,642

Most Recent Tax Bill(s)

**Residence Description**

Year Built 1969  
Use SINGLE FAMILY (101)

Basement	FULL (4)	Attic	NONE (1)
Bedrooms	3	Main Area	960
Full Bath	1	Finished Basement Area	0
Half Bath	0		
Total Rooms	6	Total Square Feet	960

[www.ShowMeBoone.com](http://www.ShowMeBoone.com), Boone County, Missouri. 801 East Walnut Columbia, MO 65201 USA.



Recorded in Boone County, Missouri  
Date and Time: 01/25/2011 at 09:36:03 AM  
Instrument # 2011001518 Book 3761 Page.221

Grantor LALLY, TREVOR  
Grantee TURNER, BILLY D

Instrument Type WD  
Recording Fee \$27.00 S  
No of Pages 2

*Bettie Johnson*  
Bettie Johnson, Recorder of Deeds



(Space above reserved for Recorder of Deeds Certification)

GENERAL WARRANTY DEED

This Deed, made and entered into this 21<sup>st</sup> day of January, 2011, by and between  
Trevor Lally, a single person

Grantor(s),

of the County of Boone, State of Missouri party of the first part, and  
Billy D. Turner and Cardena F. Comley, as joint tenants with rights of survivorship

Grantee(s),

Grantee'(s) address: 440 E Clearview Dr Columbia, MO 65202  
of the County of Boone, State of Missouri party of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Boone and the State of Missouri, to-wit:

Lot Twenty-four (24) of CLEARVIEW SUBDIVISION PLAT TWO (2) as shown by Plat recorded in Plat Book 10, Page 93, Records of Boone County, Missouri

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 4<sup>th</sup> day of September 20 12

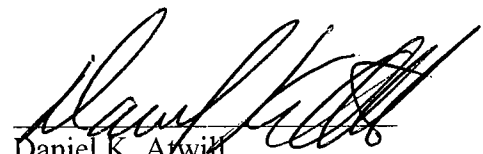
the following, among other proceedings, were had, viz:

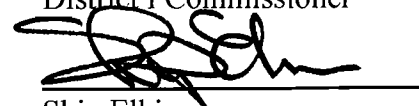
Now on this day the County Commission of the County of Boone does hereby approve amendment number one to 22-24JUN11 – Urban Retrofit Monitoring of Stormwater Practices in the Hinkson Creek Watershed with Geosyntec Consultants. It is further ordered the Presiding Commissioner is hereby authorized to sign said amendment.

Done this 4<sup>th</sup> day of September 2012.

ATTEST:

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

  
Daniel K. Arwill  
Presiding Commissioner

Absent  
Karen M. Miller  
District I Commissioner  
  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

Amy Robbins  
Director



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Amy Robbins  
DATE: August 22, 2012  
RE: Contract Amendment Number One to 22-24JUN11 – *Urban Retrofit Monitoring of Stormwater Practices in Hinkson Creek Watershed*

Contract 22-24JUN11 – *Urban Retrofit Monitoring of Stormwater Practices in Hinkson Creek Watershed* was approved in commission on December 6, 2011 on commission order 498-2011. The attached amendment adds the following services which were originally offered as optional tasks in the Contractor's bid response:

- |  |                    |
|--|--------------------|
| • Install and calibrate four automated samplers  | \$ 6,960.00        |
| • Provide training on sampler operation and maintenance (including first sampling event) | \$ 4,400.00        |
| • Rental of one sampler and level sensor for one year                                    | \$ <u>2,000.00</u> |

**Total: \$13,360.00**

cc: Contract File  
Georganne Bowman, Resource Management

**COPY**

## Amy Robbins - Fwd: Contract Amendment

---

**From:** Melinda Bobbitt  
**To:** Amy Robbins  
**Date:** 8/13/2012 5:03 PM  
**Subject:** Fwd: Contract Amendment  
**Attachments:** Options scope of services.pdf; Geosyntec amend contract request.pdf

---

Amy,  
Could you please work on this amendment tomorrow? This is from contract 22-24JUN11. If you look under PU/contracts, under any of the years, you can see sample amendments. Pick one and copy over it. I always start by looking at that contract number to make sure we haven't amended it before, and that would be for example, amendment #2.

Although I don't think we've amended that contract so it will be amendment #1. You save it under 2011/contracts/22-amendment 1.

Thanks,  
Melinda

>>> Paula Evans 8/13/2012 4:38 PM >>>

This is from commission order 498-2011 for Geosyntec, Urban Retrofit Monitoring of Stormwater Practices in Hinkson Creek Watershed.

Melinda,

We need to amend the above contract to add \$13,360 for:  
Installation and calibration of four automated samplers  
Provide training on sampler operation and maintenance (including first sampling event)  
Rental of one sampler and level sensor for one year

The original contract had these items listed as optional under Optional Task 2: Monitoring Equipment Training; and Optional Task 5: Hydrologic or Water Quality Sampling. These options were not included in the original cost of the contract as we had expected our Urban Hydrologist to do these duties. However since that employee left the county we are requesting Geosyntec to do the work.

Attached is a copy of the quoted amounts for the scope of work and a copy of Optional Tasks 2 and 5

**From:** Georganne Bowman  
**To:** Paula Evans  
**Date:** 8/13/2012 1:45 PM  
**Subject:** Contract guidance.

Hey there Paula,

I need some help. I have a monitoring contract with Geosyntec. But, with Ed gone, I need to have them do 1, 2, and 4 below. Can we do it under our current scope of work? OR Do I need to do a change order? If so, how do I go about that?

Thanks for the help

g

*see pg 2*

>>>

**From:** Chris Zell <CZell@Geosyntec.com>  
**To:** Georganne Bowman <GBowman@boonecountymo.org>  
**Date:** 8/2/2012 4:59 PM  
**Subject:** RE: FW: Urban Retrofit Pinch Hitter

Hi Georganne,

I don't believe irrigation will cause any problems, but that is certainly something we would account for during installation and calibration. Thanks for bringing it up!

Hope you are staying cool,

Chris

**From:** Georganne Bowman [mailto:GBowman@boonecountymo.org]  
**Sent:** Thursday, August 02, 2012 8:56 AM  
**To:** Chris Zell  
**Subject:** Re: FW: Urban Retrofit Pinch Hitter

Good morning Chris.

No, I'm still very interested in Geosyntec helping us out with setting the Sigmas. Erin just let me know yesterday that the Flumes had been reset. She is worried about setting the sigmas, since parks is watering, but I don't think that will be an issue, if we are just trying to calibrate.

What are your thoughts?

g

>>>

**From:**

Chris Zell <CZell@Geosyntec.com>

**To:**

"Georganne Bowman (GBowman@boonecountymo.org)" <GBowman@boonecountymo.org>

**Date:**

8/2/2012 6:43 AM

**Subject:**

FW: Urban Retrofit Pinch Hitter

Hi Georganne,

I haven't heard from you in a while, so I thought I would drop you a note. How are things going?

I wanted to mention that it will take about 3-5 weeks (pending a rainfall event for calibration) to install and successfully calibrate the samplers. Given potential paperwork timelines, I wanted to be sure you understood that it will take about a month to get the samplers running smoothly.

If you have decided to keep the Grissum sampling effort internal, no worries. Just let me know when data becomes available that you would like us to review.

Have a good day!

Chris

**From:** Chris Zell

**Sent:** Friday, July 13, 2012 4:00 PM

**To:** Georganne Bowman (GBowman@boonecountymo.org)

**Subject:** RE: Urban Retrofit Pinch Hitter

Hi Georganne,

We put together some preliminary cost estimates for sampling assistance (please see below). Let me know what items make sense to you and we can move forward with scope language. Please note that I will be out of the office through next Thursday. If you need a formal proposal before then, please call me on my cell (573-489-1683) and I will make sure it happens.

Item 1: Install and calibrate four automated samplers: \$6,960

Item 2: Provide training on sampler operation and maintenance (including first sampling event): \$4,400

Item 3: Have Geosyntec conduct 15 sampling events for two BMPs: \$22,600 (in case you're tired of dealing with it and have the budget)

Item 4: Rental of one sampler and level sensor for one year: \$2,000

Thanks again Georganne, have a good weekend.

Chris

Handwritten note: } 1,284

**From:** Chris Zell

**Sent:** Thursday, July 12, 2012 4:14 PM

**To:** Georganne Bowman (GBowman@boonecountymo.org)

**Subject:** RE: Urban Retrofit Pinch Hitter

Hi Georganne,

Thanks for the sushi opportunity and great conversation. The BMPs look great, you should feel really good about that – regardless of the speed bumps along the way (something about the bleeding edge of progress...).

We can certainly take care of your request, we have the capacity. How soon do you need an estimate? I can probably give you the numbers later tomorrow, but the paperwork might extend into next week. I believe your requests, if I understand them correctly, are described in our existing agreement as optional tasks. Thus, the paperwork might not be too burdensome (fingers crossed..did I jinx us?).

Also, you might want to ask Ed what level of commitment to SWMM modeling he made in the QAPP. At one point, I recall SWMM being prescribed to assist in quantifying volume reductions at Sunrise Estates.



However, I am not sure what was required in the final version of the QAPP. I mention the modeling for the sole purpose of preventing you from going through an additional paperwork exercise later on. If needed, we can provide training or do it directly...we're here to help you through this. Kinda like the bat-signal, but without the glory or spiffy car.

Stay Cool,  
Chris

**From:** Georganne Bowman [mailto:GBowman@boonecountymo.org]  
**Sent:** Thursday, July 12, 2012 2:20 PM  
**To:** Chris Zell  
**Subject:** Urban Retrofit Pinch Hitter

Hey there Chris,

Here is what I have in mind

Once the flume on the Step Pool has been aligned properly, I would like Geosyntec to install and calibrate two of the County-purchased Sigmas for that location. I will also need training for myself and (hopefully) another individual on sample collection, and Sigma maintenance.

Once the Bio-detention/rain garden is complete, I would Geosyntec to install our third sampler, and possibly rent one of yours. I'm hopeful we could install these in September/October and get a few fall precipitation events captured before we have to remove the samplers, for winter.

Please let me know if this is possible with Geosyntec's current commitments and workload? Do we need to amend the contract? What would the cost of rental be for 6 months? and one year?

Thank you, Chris for all your help.

## **Task 5. Annual Summary Reports**

Geosyntec will prepare two annual summary reports that document quality assurance metrics (e.g., precision, accuracy, representativeness etc.) achieved by hydrologic and water quality datasets. Results from field audits will also be summarized. Data interpretation in Task 5 will be limited to analysis necessary to support quality assurance evaluations and assess general BMP performance. Task 5 Includes attendance of a maximum of two meetings in the Columbia area to discuss quality assurance results.

## **OPTIONAL SCOPE OF SERVICES**

The following optional tasks listed below may be useful to the County in furthering stormwater assessment and training objectives.

### **Optional Task 1. Urban Stormwater Modeling Workshop Case Study**

In coordination with the County, Geosyntec will support an urban stormwater workshop during the project. The workshop would feature discussion of set-up and calibration of the EPA Stormwater Management Model (SWMM) by Geosyntec to data collected at the Sunrise Estates subdivision by Boone County. Geosyntec proposes a workshop length of 2 days in the Columbia area. At the direction of the County, workshop format may include a mixture of lecture along with the case study tutorial using the SWMM model. Optional Task 1 assumes that tutorial participants will provide their own computers capable of running SWMM and Microsoft Excel. The modeling component would focus primarily on watershed hydrology and hydraulics of BMPs, but would also include a water quality component. At the request of the County, the workshop can also include evaluation of runoff attenuation by BMPs and establishment of baseline conditions at Sunrise Estates.

### **Optional Task 2. Monitoring Equipment Training**

To support BMP performance monitoring at Sunrise Estates and the Grissum Building, Geosyntec will provide guidance and assistance to County personnel in installing and programming hydrologic and water quality instrumentation. The primary focus of optional Task 2 is to assist the County in successfully installing paired input-output samplers at the Grissum Building.

### **Optional Task 3. Structural BMP Performance Modeling at Grissum Building**

Geosyntec will develop a calibrated stormwater quality model to predict treatment performance (hydrologic and water quality) for a maximum of two BMPs at the Grissum Building. Data needed to support calibration of the models at the Grissum building provided by the County may include input-output flow timeseries, event mean water quality concentrations, surface and subsurface conveyance systems, BMP engineering specifications, and high resolution topography. Local data (i.e., Sanborn Field and Columbia Regional Airport precipitation gages) will be used to represent climate regimes in the model. Information obtained from this task will allow the County to more accurately predict water quality improvements achievable through BMP implementation elsewhere in mid-Missouri. Optional Task 3 includes a brief report documenting BMP modeling results.

#### **Optional Task 4. Explicit Specification of BMP Performance Measurement Systems**

As requested by the County, Geosyntec will explicitly specify monitoring equipment needed to evaluate BMP performance and effectiveness. Explicit selection of monitoring equipment or formal review of proposed data capture systems requires the County provide Geosyntec the detailed site-level engineering design for each BMP to be monitored. Geosyntec understands that site-level BMP designs may not be completed prior to QAPP development (Task 1). While the QAPP produced under Task 1 will contain guidance in selecting monitoring equipment, Geosyntec understands that the County may request formal review of equipment selection prior to installation. The intent of Optional Task 4 is to provide a formal review or specification of proposed measurement systems based on the unique hydraulic features and setting of each BMP when site-level design information becomes available.

#### **Optional Task 5. Hydrologic or Water Quality Sampling**

As requested by the County, Geosyntec will provide hydrologic and water quality sampling services to support BMP investigations. These services could include but are not limited to equipment installation or troubleshooting, storm-event stream gaging (winch & reel), primary flow structure installation, flow monitoring, and water quality sampling.

#### **Project Compensation**

Geosyntec offers this scope of services on a time and materials, not-to-exceed basis in accordance with the rate schedule effective at the time services are rendered. Our not-to-exceed estimate for the project scope of services is \$156,318. At the request of the County, Geosyntec's estimate for Optional Task #1 is \$37,870. Estimates for other Optional services will be provided at the request of the County.

#### **Project Period of Performance**

The scope of services proposed and described above assumes a two-year project schedule beginning in October 2011 and concluding in Fall of 2013. All reporting and optional deliverables will be provided to the County by November 2013 to support project completion timeframes (February 2014) included in the Request for Proposal.

#### **Considerations for Field Monitoring Services**

Geosyntec strives to accommodate the needs and schedules of our clients. However, uncontrollable or unforeseen climatic events may delay collection of defensible and representative data. Geosyntec is not liable for project schedule delays or project costs resulting from uncontrollable climatic events or sampling activities by project partners that render samples non-representative. In preparing this scope of services, Geosyntec is not tasked with developing BMP or flow structure engineering designs, or conducting sampling activities.

**CONTRACT AMENDMENT NUMBER ONE  
PURCHASE AGREEMENT FOR  
URBAN RETROFIT MONITORING OF STORMWATER PRACTICES IN HINKSON CREEK WATERSHED**

The Agreement **22-24JUN11** dated December 6, 2011 made by and between Boone County, Missouri and **Geosyntec Consultants** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **Add** the following services which were originally offered as optional tasks in Contractor's bid response:

- Install and calibrate four automated samplers \$ 6,960.00
- Provide training on sampler operation and maintenance (including first sampling event) \$ 4,400.00
- Rental of one sampler and level sensor for one year \$ 2,000.00

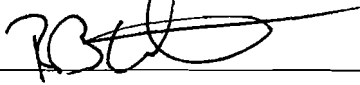
**Total: \$13,360.00**


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

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

**GEOSYNTec CONSULTANTS**

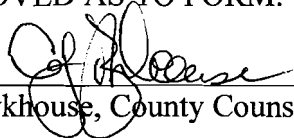
**BOONE COUNTY, MISSOURI**

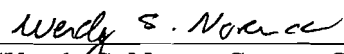
by  8/20/2012  
title Principal

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

APPROVED AS TO FORM:

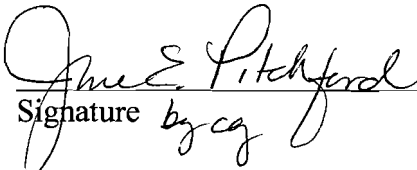
ATTEST:

  
C.J. Dykhouse, County Counselor

  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

  
Signature *by ccy*

8/23/12  
Date

2140/71100 - \$13,360.00

Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 4<sup>th</sup> day of September 20 12

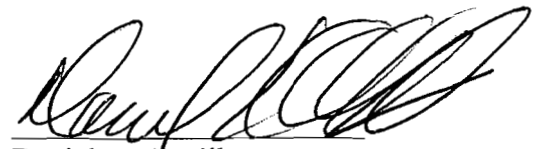
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of Missouri Department of Transportation cooperative contract: 3-120315RJRJ – Auger Spreader with Swenson Spreader LLC. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 4<sup>th</sup> day of September, 2012.

ATTEST:

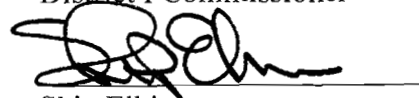
Wendy S. Noren cc  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner

Absent

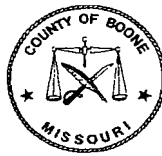
Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Amy Robbins**  
Senior Buyer



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Amy Robbins  
DATE: July 31, 2012  
RE: 3-120315RJRJ – Auger Spreader

Purchasing and Public Works request permission to utilize the Missouri Department of Transportation contract 3-120315RJRJ to purchase one (1) Auger Spreader from Swenson Spreader LLC of Lindenwood, IL.

Total cost for Auger Spreader is \$10,261.00 and will be paid from department 2040 – Public Works Maintenance Operations, account 91300 - Machinery & Equipment. \$13,500.00 was budgeted for this purchase.

ATT Public Works Memo

cc: Greg Edington, PW  
Contract File

**PURCHASE AGREEMENT  
FOR  
10' Auger Spreader**

**THIS AGREEMENT** dated the 21 day of August 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Swenson Spreader LLC**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a **10' Auger Spreader**, Dawn Sage's e-mail dated July 20, 2012, Drawing Number XA-0006-087, the Missouri Department of Transportation Contract **3-120315RJRJ** with any addendums 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 3-120315RJRJ and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) 10' Auger Spreader as follows:

	<u>Unit Price</u>
Swenson EVA100 (Delivered)	\$ 9,527.00
Additional Charge for Sloped Front	\$ 259.00
Additional Charge for single unit delivery	\$ 475.00
<b>Total</b>	<b>\$10,261.00</b>

3. **Delivery** - Vendor agrees to deliver equipment as set forth in the bid documents and within 90 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.

**SWENSON SPREADER LLC**

**BOONE COUNTY, MISSOURI**

by Dawn Sage  
title Government Sales Coordinator

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

APPROVED AS TO FORM:

ATTEST:

C.J. Dykhouse  
C.J. Dykhouse, County Counselor

Wendy S. Noren  
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.)

Dawn Sage 8-21-12 \$10,261.00 D.S.  
Signature Date 2040-91300 - ~~\$9,786.00~~ 8-21-12  
Appropriation Account AK  
8-24-12

**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.

Jane Pitchford by jg 08/28/12  
Auditor Date



## 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.

**From:** "Dawn Sage" <DSage@swensonproducts.com>  
**To:** "Greg Edington" <GEdington@boonecountymo.org>  
**Date:** 7/20/2012 3:27 PM  
**Subject:** RE: Boone County MO - information request  
**Attachments:** Sloped Front Info Sheet.pdf

Hi Greg,

Please see attachment, if you could fill out the information sheet for a sloped front and return with your purchase order. We can do 1, 2 or 3 ft slopes if it's required; we can make a doghouse for your doghouse. There is an additional charge of \$259.00 for the sloped that was not part of the bid for Missouri. Let me know if you have any questions.

THANK YOU,

Dawn Sage  
Government Sales Coordinator

Swenson Spreader LLC  
127 Walnut Street  
Lindenwood, IL 61049

Phone: 888-825-7323  
Fax: 866-310-0300

Equipment | Material | Solutions IT'S WHAT WE KNOW.

This communication may contain proprietary, confidential and legally privileged information. It is for the exclusive use of the intended recipient, any use, distribution or copying of this communication is strictly prohibited. If you received this message in error, please notify the sender by replying to this message and delete it from your computer immediately. Any views or opinions presented in this communication are solely those of the author and do not necessarily represent those of the company. Finally, the recipient should check this communication and any attachments for the presence of viruses. The company accepts no liability for any damage caused by any transmitted virus.

-----Original Message-----

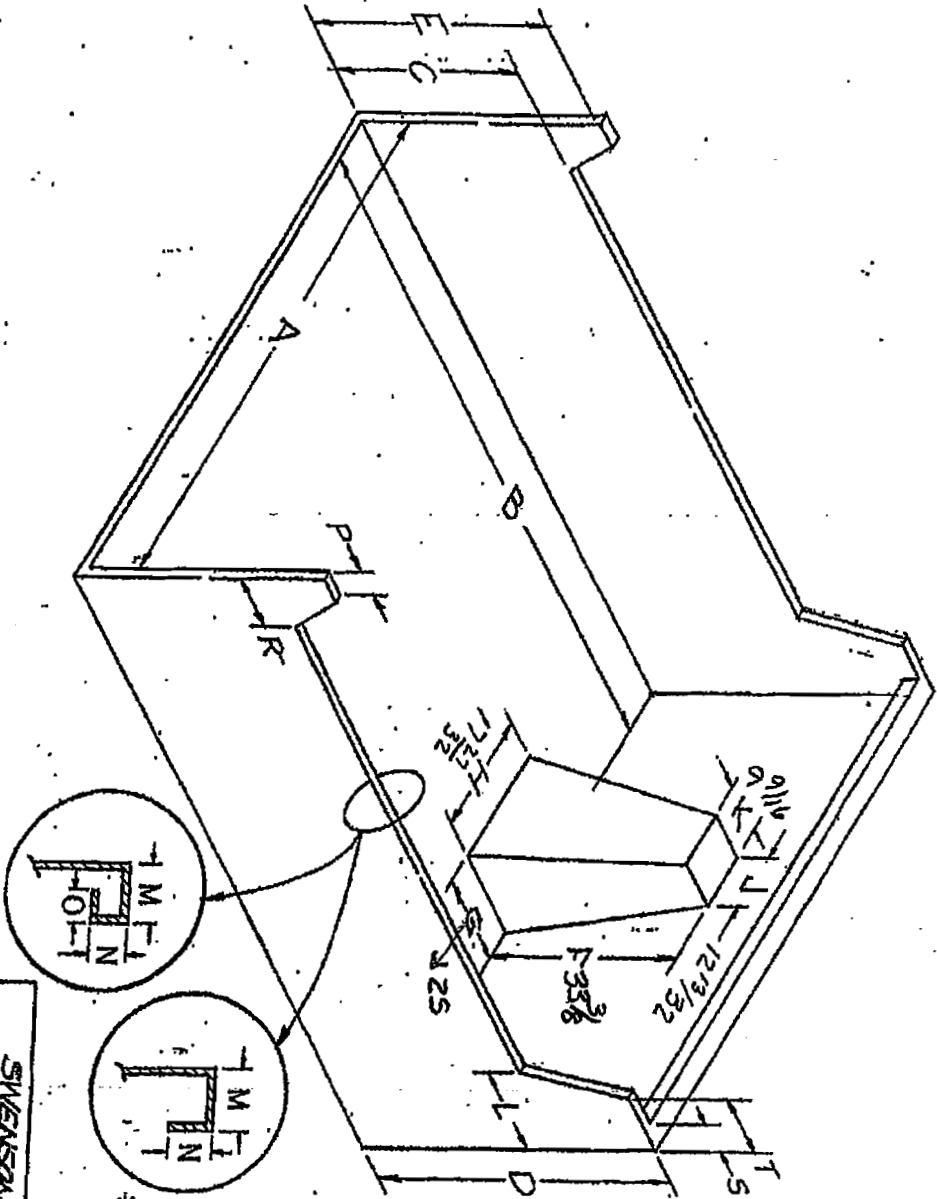
From: Greg Edington [mailto:GEdington@boonecountymo.org]  
Sent: Friday, July 20, 2012 10:57 AM  
To: Gov Sales  
Subject: Boone County MO - information request

Dawn:

Reva Jones with MoDOT recently sent me a bid tabulation with SS V-Box Auger Spreaders and we are interested in purchasing one cooperatively off of the contract. We would be interested in a 10' spreader (Item #1 on the Contract).

We recently ordered a single axle truck with a 10' bed and are working with the Builder on accommodating a 10' spreader. Are there any options available on the spreader as far as an angled front to compensate for a "dog-house" in the dump bed? Any information you could send my way would be appreciated.

NOTE:  
 \* INFORMATION REQUIRED FOR QUOTING  
 AND BUILDING V-BOXES TO CLEAR  
 TELESCOPING CYLINDER HOUSING



DIMS	
A	
B	
C	
D	
E	33 3/8
F	25
G	17 3/32
H	12 15/32
J	9 9/16
K	
L	
M	
N	
O	
P	
R	
S	3.0
T	

SWENSON SPREADER  
 LINDENWOOD, ILLINOIS 61049  
 DUMP BODY DATA SHEET  
 SCALE: NONE  
 DRAWN BY: J.D. HODGE 6-18-76  
 REVISED BY: APR 1978  
 DRAWING NUMBER: XA-0006-087

PROJ. NO.  
 403-8



**Missouri Department of Transportation**  
**Bid Tabulation of Request 3-120315RJR Auger Spreaders**  
 Multiple Award (Prices good through March 31, 2013)

**Item #1 - 10' Auger Spreader**

Vendor	Make/Model	Base Price Installed on Truck	Base Price Delivered	ARO	Coop. Yes/No	MSRP Discount
Flink Company	Flink HA105582S4M012	\$15,276.00	\$14,826.00	120 days	Yes	0%
Swenson Spreader LLC	Swenson EVA100	<del>\$10,907.00</del>	\$9,527.00	90 days	No	NA
American Equipment Co.	Monroe MSV/MCV	\$12,963.00	\$12,403.00	90-120 days	Yes	15%
Henderson Products, Inc.	Henderson WSHA	No Bid	See Comments	90-120 days	Yes	0%

**Item #2 - 13' Auger Spreader**

Vendor	Make/Model	Base Price Installed on Truck	Base Price Delivered	ARO	Coop. Yes/No	MSRP Discount
Flink Company	Flink HA135582S4M012	\$16,826.00	\$16,243.00	120 days	Yes	0%
Swenson Spreader LLC	Swenson EVA100	\$11,926.00	\$11,086.00	90 days	No	NA
American Equipment Co.	Monroe MSV/MCV	\$15,581.00	\$15,021.00	90-120 days	Yes	15%
Henderson Products, Inc.	Henderson WSHA	No Bid	See Comments	90-120 days	Yes	0%

**Item #3 - 16' Auger Spreader**

Vendor	Make/Model	Base Price Installed on Truck	Base Price Delivered	ARO	Coop. Yes/No	MSRP Discount
Flink Company	Flink HA165582S4M012	\$19,390.00	\$18,940.00	120 days	Yes	0%
Swenson Spreader LLC	Swenson EVA100	\$12,895.00	\$12,055.00	90 days	No	NA
American Equipment Co.	Monroe MSV/MCV	\$16,976.00	\$16,416.00	90-120 days	Yes	15%
Henderson Products, Inc.	Henderson WSHA	No Bid	See Comments	90-120 days	Yes	0%



**Missouri Department of Transportation**  
**Bid Tabulation of Request 3-120315RJ Auger Spreaders**  
**Multiple Award (Prices good through March 31, 2013)**

**VENDOR INFORMATION**

**Name:** Flink Company  
**Contact name:** Duane Kruger  
**Address Line:** 502 N. Vermillion  
**Address Line:** Streator, IL 61364  
**Telephone #:** 815-673-4321  
**Email:** [duane@flinkco.com](mailto:duane@flinkco.com)

**Name:** Swenson Spreader LLC  
**Contact name:** Dawn Sage  
**Address Line:** 127 Walnut Street  
**Address Line:** Lindenwood, IL 61049  
**Telephone #:** 888-825-7323  
**Email:** [gov-sales@swensonspreader.com](mailto:gov-sales@swensonspreader.com)

**Name:** American Equipment Co.  
**Contact name:** John Blogin  
**Address Line:** 3250 Harvester Road  
**Address Line:** Kansas City, KS 66115  
**Telephone #:** 913-342-1450  
**Email:** [john@americanequipment.us](mailto:john@americanequipment.us)

**Name:** Henderson Products, Inc.  
**Contact name:** Janet Tobin  
**Address Line:** 1085 South 3rd Street  
**Address Line:** Manchester, IA 52057  
**Telephone #:** 563-927-7267  
**Email:** [jtobin@hendersonproducts.com](mailto:jtobin@hendersonproducts.com)

MISSOURI DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES - FLEET  
830 MoDOT Drive, Jefferson City, MO  
65109

REQUEST NO.	3-120315RJ
DATE	March 2, 2012
PAGE NO.	1

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

**2:00 pm., Local Time, March 15, 2012**

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Submit net bid as cash discount stipulations will not be considered  
Various End User Delivery Locations

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

BUYER: Reva Jones

BUYER TELEPHONE: 573-526-2744

BUYER EMAIL: reva.jones@modot.mo.gov

EQUIPMENT

Auger Spreaders

To establish a contract to furnish "auger spreaders" in accordance with the following pages.

Components of Agreement: The Agreement between MHTC and the successful Bidder shall consist of: the RFB and any written amendments thereto, the "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB, the bid submitted by the Bidder in response to the RFB and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

**Return sealed bid to the address shown at the top of this page.**

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

*In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.*

Date: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_  
 Fax No.: \_\_\_\_\_  
 Federal I.D. No. \_\_\_\_\_  
 Email Address: \_\_\_\_\_

Firm Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 By (Signature): \_\_\_\_\_  
 Type/Print Name \_\_\_\_\_

Is your firm MBE certified?  Yes  No

Title: \_\_\_\_\_  
Is your firm WBE certified?  Yes  No

## 1. INTRODUCTION AND GENERAL INFORMATION

### 1.1 Introduction:

- 1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide **auger spreaders** for the locations in the State of Missouri (listed on page 2 of this document), to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids/proposals. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids must be returned to the office of the RFB Coordinator no later than 2:00 p.m., CDT, March 15, 2012.**

#### RFB COORDINATOR:

Reva Jones, Senior General Services Specialist  
Missouri Department of Transportation, General Services  
830 MoDOT Drive  
Jefferson City, MO 65109

PHONE: 573-526-2744

FAX: 573-526-1218

### 1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of auger spreaders as set forth herein.
- 1.2.2 Organization: This RFB is divided into the following parts:
- 1) Introduction and General Information
  - 2) Scope of Work
  - 3) Bid Submission
  - 4) Pricing Page(s)
  - 5) Vendor Information and Preference Certification Form
  - 6) Anti-Collusion Statement
  - 7) Specifications
  - 8) Terms and Conditions



## 2. SCOPE OF WORK

### 2.1 General Requirements:

- 2.1.1 The contractor shall provide auger spreaders on an as needed, if needed basis for the MHTC and MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 *MoDOT estimates, but does not guarantee, a maximum of 20 units will be purchased.*
- 2.1.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.
- 2.1.5 MoDOT reserves the right to reject any or all bids, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid, unit prices will govern.

### 2.2 Specific Requirements:

- 2.2.1 The contractor shall provide MoDOT with auger spreaders, in accordance with the attached specifications. *Exceptions to the enclosed specifications must have adequate explanations listed on separate sheets.* Questions related to the specifications should be directed to John Hayden at 573-522-5233, or by e-mail at [john.hayden@modot.mo.gov](mailto:john.hayden@modot.mo.gov).

### 2.3 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.

### 2.4 Delivery Requirements:

#### 2.4.1 The following delivery requirements shall apply:

- 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.

#### 2.4.2 The contractor shall deliver the products specified herein to the following MoDOT locations:

- a. St. Joseph, Missouri 64502
- b. Macon, Missouri 63552
- c. Hannibal, Missouri 63401
- d. Lee's Summit, Missouri 64064-8002
- e. Jefferson City, Missouri 65102
- f. Chesterfield, Missouri 63017-5712
- g. Joplin, Missouri 64802
- h. Springfield, Missouri 65801
- i. Willow Springs, Missouri 65793

j. Sikeston, Missouri 63801

**2.5 Contract/Purchase Order:**

2.5.1 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 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.

**2.6 Invoicing and Payment Requirements:**

2.6.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.

Missouri Department of Transportation  
830 MoDOT Drive  
P.O. Box 270  
Attn: Stephanie Green  
Jefferson City, MO 65102

2.6.2 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.

2.6.3 The contractor shall understand and agree MoDOT reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's Vendor Payment Website to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFB.

2.6.4 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.

2.6.5 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

2.6.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits.

2.6.7 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.

**2.7 Other Contractual Requirements:**

2.7.1 Contract Period - The contract shall commence from the date of award until March 31, 2013 with up to three (3) one-year renewal option periods, or any portion therein. If the option for renewal is exercised by MoDOT, the

contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.

2.7.2 **Renewal Periods** - If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.

2.7.3 **Escalation Clause** - In the event the contractor requests a price increase during the contract period, either the original contract period or any contract renewal period, the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.

a. No price increase shall be granted during the original contract period.

2.7.4 **Inspection and Acceptance**: MoDOT reserves the right to inspect the equipment at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

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.

## 2.8 Additional Notifications:

2.8.1 Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

### 2.8.2 Equipment Trade-In Allowance:

a. If equipment trade-ins are offered as an option, the trade-in(s) must be negotiated between the District, Division and vendor.

b. The vendor must be currently under contract with MoDOT.

c. It will be the responsibility of the vendor to examine the condition of the equipment offered for trade. The vendor must not impose any mandatory requirements or restrictions on equipment disposal.

d. If the value offered is less than the Division's pre-established minimum price, the Division and District must both approve the trade in value.

- e. Allowance for trade-in(s) will be deducted from the full purchase price in computing the net purchase price. Trade-in(s) will not be available until the receipt and acceptance of the new equipment unless agreed upon by the District.

**Trade-In Worksheet Example:**

<b>Make/Model of New Equipment:</b>
<b>Full Purchase Price: \$</b>
<b>Make/Model of Trade-In:</b>
<b>Less Trade-In (Deduct): \$</b>
<b>Net Purchase Price: \$</b>

**2.8.3 Equipment Refurbishments:**

- a. If equipment refurbishments are available, the refurbishment(s) must be negotiated between the district and vendor. The vendor must be currently under contract with MoDOT. It will be the responsibility of the vendor to examine the condition of the equipment offered for refurbishment. The districts must keep accurate records verifying the process.

### 3. BID SUBMISSION

#### 3.1 Bid Submission Information:

3.1.1 All bids must be received in a sealed envelope/package clearly marked "Auger Spreaders".

3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. "INTRODUCTION AND GENERAL INFORMATION".

3.1.3 The bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the date and time specified for the opening of bids.

#### 3.1.4 Open Competition / Request For Bid Document:

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.1.5 Contract 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. This bid will not be awarded solely based on low price per delivery destination. Units must be delivered to the listed delivery destinations but they will have to be serviced at other locations within the district.

**4. PRICING PAGE**

**4.1** The bidder shall provide a firm, fixed price below for the original contract period for providing the deliverables/services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables/services shall be included in the prices stated below.

**ITEM # 1: Outright purchase of one (1) new 10' Auger Spreader meeting the attached MoDOT specifications.**

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on truck)

EACH \$ \_\_\_\_\_ (Delivered Price)

**ITEM # 2: Outright purchase of one (1) new 13' Auger Spreader meeting the attached MoDOT specifications.**

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on truck)

EACH \$ \_\_\_\_\_ (Delivered Price)

**ITEM # 3: Outright purchase of one (1) new 16' Auger Spreader meeting the attached MoDOT specifications.**

MAKE/MODEL \_\_\_\_\_

EACH \$ \_\_\_\_\_ (Installed on truck)

EACH \$ \_\_\_\_\_ (Delivered Price)

Delivery will be made approximately \_\_\_\_\_ days after receipt of order.

Please submit a complete parts and options list with detailed pricing information for each make/model of auger spreaders your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturers' Suggested Retail Prices (MSRP) for all air compressor equipment options available in your data book or pricing guides.

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

# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## Vendor Information

All bidders must furnish **ALL** applicable information requested below

Vendor Name/Mailing Address:  Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #: Signature:									
Printed Name of Responsible Officer or Employee:	Signature:									
For Corporations - State in which incorporated:	For Others - State of domicile:									
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:  <i>If additional space is required, please attach an additional sheet and identify it as <b>Addresses of Missouri Offices or Places of Business</b>.</i>										
<b>M/WBE INFORMATION:</b> List all certified Minority or Women Business Enterprises ( <b>M/WBE</b> ) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency:  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 33%;"><u>M/WBE Name</u></th> <th style="text-align: center; width: 33%;"><u>Percentage of Contract</u></th> <th style="text-align: center; width: 33%;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td style="height: 40px;"> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								
<i>If additional space is required, please attach an additional sheet and identify it as <b>M/WBE Information</b>.</i>										

## Preference Certification

All bidders must furnish **ALL** applicable information requested below

<b>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</b> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <u>not</u> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
<i>If additional space is required, please attach an additional sheet and identify it as <b>Location Products are Manufactured or Produced</b>.</i>	
<b>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</b> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: <b>Service-Disabled Veteran</b> is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. <b>Service-Disabled Veteran Business</b> is defined as a business concern: <ol style="list-style-type: none"> <li>a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and</li> <li>b. The management and daily business operations of which are controlled by one or more service-disabled veterans.</li> </ol>	
<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business



**NOTICE OF COOPERATIVE PURCHASING**

**MODOT IS INTERESTED IN ASSISTING MISSOURI GOVERNMENTAL ENTITIES, ETC. IN PURCHASING EQUIPMENT, VARIOUS MATERIALS, AND SUPPLIES THAT MEET THE MISSOURI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.**

Each bidder is asked to indicate below whether they would be willing to offer **Auger Spreaders** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to MoDOT.

It is understood MoDOT will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **Auger Spreaders** meeting MoDOT 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 MoDOT bids because of different delivery destinations, please indicate the price F.O.B. your location that would be offered as described.

F.O.B. Location \_\_\_\_\_

Indicate the deadline date that orders will be accepted. \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

E-MAIL \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

ANTI-COLLUSION STATEMENT

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

SS.

\_\_\_\_\_ being first

duly sworn, deposes and says that he is \_\_\_\_\_

Title of Person Signing

of \_\_\_\_\_

Name of Bidder

that all statements made and facts set out in the bid for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public

My Commission Expires \_\_\_\_\_

## 10-FOOT SKID-MOUNTED MATERIALS SPREADER

### 1. GENERAL

The following specifications shall apply to the 10-foot skid-mounted, hydraulic driven, materials spreader body. The materials spreader shall be a self-contained, 304 stainless steel, V hopper type. ***The materials spreader shall be compatible with the Western style and multipurpose dump body dimensions included with the bid documents.*** The spreader shall be capable of spreading uniformly all types of granular materials: salt, cinders, chemicals, abrasives, and mixtures of these up to a width of 40 feet.

- A. The body shall be manufactured into a common unit in accordance with good commercial practices.
- B. All stainless steel shall be welded using stainless welding wire.
- C. All stainless steel shall be left unpainted.
- D. Any carbon steel components shall be chemically cleaned and coated with a lead-free primer and painted with lead-free gray enamel.
- E. Unit is to be complete, assembled, and ready to operate.
- F. If the spreader is purchased as an option for a tandem axle dump truck, the spreader shall be mounted in the truck, ready to operate.
- G. The manufacturer's standard warranty against defective parts, material, and workmanship shall be furnished. A copy of the warranty is to be attached to the bid.

### 2. BODY

The body is to be 100% welded on the inside. Cross-member and side-support spacing deviations may be allowed if necessary for component installation. MoDOT must pre-approve any changes.

- A. The spreader body shall have a minimum of five (5) cubic yards struck capacity.
- B. The spreader shall have an inside body length of 10 feet at the top.
- C. The overall height shall not to exceed 56 inches to the top of the center screen support beam.
- D. The top inside width shall not be less than 78 inches.
- E. The sidewalls must be sloped at approximately a 45-degree angle.
- F. The rear wall may be sloped up to a maximum of 15 degrees.
- G. The front wall may be sloped up to a maximum of 15 degrees. Front wall construction shall be such that there is no possible way for material to leak out of the front of the spreader body.
- H. The body shall be constructed of a minimum 12-gauge 304 stainless steel.
- I. The body shall have a minimum of five (5) cross-members and side supports spaced 12 inches from body ends on 24-inch centers.
- J. The body long sill, cross-members and full-length steel channel skids shall be a minimum of 7-gauge 304 stainless steel.
- K. The body side supports shall be a minimum of 12-gauge 304 stainless steel.
- L. An adjustable in height stainless steel inverted vee shall be provided to keep material load off the auger for easier auger start-up.

- M. The body shall be equipped with a safety interlock system to prevent power from reaching the auger drive motor when the auger cover and/or top screens are opened beyond the normal operating position.

**3. TOP GRATE SCREENS**

- A. The body is to have a top-grate screen grid, having at least four (4) sections, two on each side.
- B. Screens shall be hinged at the center support beam of the spreader body for easy handling.
- C. Screens shall be made of either 3/8-inch diameter rods centered on crossbars or 3/8-inch diameter woven wire on heavy-duty frames. Screen openings to be approximately 2-1/2 inches x 2-1/2 inches.
- D. The center support beam must be a minimum 2 inch x 6 inch steel tube with a minimum 3/16-inch thickness.
- E. The center support beam shall be raised above the top of the body to prevent material build-up on top of the screens.

**4. TIE DOWN/LIFTING BRACKETS**

- A. The body shall have not less than four (4) 10-gauge minimum stainless steel hold down brackets designed for four-inch nylon straps with flat hooks, two on each side. The placement of the hold down brackets must comply with the Western style and multipurpose dump body dimensions included with the bid documents.
- B. A 10-gauge minimum stainless steel lift hook/bracket shall be installed on the front and rear face of the body at each upper corner to allow for easy handling when loading or unloading.

**5. AUGER TUBE**

- A. Auger tube shall be 4"OD pipe, with a minimum wall thickness of .25".
- B. The front of the auger tube shall have a 2" cold roll end shaft welded to a 3/8" minimum thickness end plate. Both shall be continuous welded.
- C. The front end shaft of the auger shall be supported by a 4-bolt flange, heavy duty, sealed, self-aligning bearing. Bearing must be greasable from the rear of the spreader body.
- D. The rear of the auger tube shall be supported entirely by the hydraulic drive motor by means of a splined, greasable coupler continuous welded to the rear of the auger tube. Grease fitting must grease motor splines and coupler splines.
- E. No center support bearings will be allowed.

**6. AUGER FLIGHTING**

- A. Auger flighting shall have a minimum thickness of 1/2", and an outside diameter of 7". Flighting shall be continuous welded to the tube.
- B. Auger flighting shall have the outer edge hard-surfaced by an electric arc welding process to a minimum #55 Rockwell hardness.
- C. Auger flighting shall have three different pitches in order for the hopper to unload evenly from the front, middle, and rear.

**7. AUGER DRIVE MOTOR**

- A. Motor shall be a heavy duty roller stator type, have a splined output shaft, 4-bolt mounting, with O-ring ports.
- B. Motor shall be rated for a maximum system pressure of at least 2350psi, have a displacement of 64 cubic inches, and be rated for a maximum of 25 gpm oil flow.
- C. Motor shall be mounted using a floating mount to prevent minimal differences in spline alignment between the auger and motor from damaging either component.

**8. AUGER FEED RATE**

- A. The rear wall of the spreader shall have a feed opening size of approximately 63 square inches.
- B. The auger assembly shall have a minimum theoretical output of .135 cubic feet of material per revolution.
- C. The auger and motor assembly shall produce a minimum theoretical output of 7.29 cubic feet per minute of material at 15 gpm oil flow.

**9. DROP CHUTE AND SPINNER**

- A. The drop chute shall be made of a minimum of 12-gauge stainless steel.
- B. The drop chute shall bolt to the rear of the auger trough.
- C. The chute shall be fully enclosed and include an operator-adjustable deflector at the bottom to change the flow of material from the middle of the chute to one side or the other.
- D. The bottom of the chute shall have a hood with operator-adjustable material deflectors installed on each side and rear of the drop chute.
- E. The spinner shall be securely mounted at the bottom of the chute. Spinner motor mounting brackets shall be a minimum of 7-gauge stainless steel.
- F. The spinner shall be operated by a high torque, low speed geroller type hydraulic motor with o-ring thread ports.
- G. The height of the spinner disk shall be adjustable with an ideal height of 18 inches above the ground.
- H. Spinner disk shall be 18 inches in diameter, made from 7 ga. steel, and have six replaceable formed 7 ga steel fins.

**10. HYDRAULIC HOSES AND COUPLERS**

- A. All hydraulic hoses shall be rated for 3000 psi working pressure.
- B. Hydraulic hoses shall be long enough to be routed from their respective connection point on the spreader to the male hydraulic couplers mounted in the left rear corner of the dump body.
- C. Hoses shall be routed up to the upper left rear corner of the spreader body and secured at a point to allow the hoses to go over the side of the dump body and down to the male couplers at the left rear corner of the dump body.
- D. The return circuit for the conveyor and spinner motor shall be "teed" together on the spreader and run together in a common return hose to the truck coupler.
- E. Hydraulic hoses shall be sized as follows:

1. Auger hose shall be 3/4-inch ID with female JIC swivels at both ends. Hose shall have a 3/4-inch female FD45-1003-12-12 coupler attached.
  2. Spinner hose shall be 1/2-inch ID with female JIC swivels at both ends. Hose shall have a 1/2-inch female FD45-1003-8-10 coupler attached.
- F. Spreader return hose shall be 1-inch ID with female JIC swivels at both ends. Hose shall have a 1-inch female FD45-1003-16-16 coupler attached.

## 11. LIQUID CHEMICAL STORAGE

- A. Two (2) side-mounted, 100-gallon polyethylene reservoir tanks, one per side, shall be provided.
- B. A minimum of a 3-inch top fill port with splash proof vent, and a 3/4-inch suction port shall be molded into each tank.
- C. Both tanks shall be plumbed together with a minimum 1-1/2" ID hose and a tee located at the left rear corner of the spreader.

## 12. CONSPICUITY

Spreader shall be outfitted with DOT-C2 11-inch red/7-inch white parabolic retro-reflective conspicuity tape (Reflexite or equal) as per MoDOT guidelines included in the bid documents.

## OPTIONS

### 1. Option for dual auger configuration

Specifications for a dual auger configuration spreader and its individual components shall be the same as the single auger base spreader unless otherwise specified.

\*Drive system shall consist of two hydraulic motors plumbed in parallel.

Gearboxes will not be allowed.

\*Feed rate for dual auger configuration shall be at least double that listed for the single auger.

\*Inverts over the augers are optional.

### 2. Option for fold-up spinner chute

Specifications for a fold-up spinner chute configuration and its individual components shall be the same as the regular spinner chute unless otherwise specified.

a. Chute shall fold up and to the left from the bottom of the auger trough.

b. Spinner hose configuration shall consist of quick couplers to facilitate folding operation.

### 3. Option for spreader stand

Stand shall be permanently mounted to the spreader, and allow for installation of spreader in the truck, removal of spreader from the truck, and storage of the spreader without the use of additional tools or components.

- \* Stand shall be full length of the spreader
- \*Stand shall be between 72"-76" wide
- \*Stand configuration at the rear of the spreader shall protect the spinner chute from damage in the event of a rear-end collision
- \*All movable points of the stand shall be greasable

**4. Option for an auger sensor**

- a. Sensor shall have sealed connections that meet ISO IP68 and NEMA 6 ratings
- b. Sensor shall be digital, and compatible with Component Technology GL400 and ACS systems.

## 13-FOOT SKID-MOUNTED MATERIALS SPREADER

### 1. GENERAL

The following specifications shall apply to the 13-foot skid-mounted, hydraulic driven, materials spreader body. The materials spreader shall be a self-contained, 304 stainless steel, V hopper type. The materials spreader shall be compatible with the Western style dump body dimensions included with the bid documents. The spreader shall be capable of spreading uniformly all types of granular materials: salt, cinders, chemicals, abrasives, and mixtures of these up to a width of 40 feet.

- A. The body shall be manufactured into a common unit in accordance with good commercial practices.
- B. All stainless steel shall be welded using stainless welding wire.
- C. All stainless steel shall be left unpainted.
- D. Any carbon steel components shall be chemically cleaned and coated with a lead-free primer and painted with lead-free gray enamel.
- E. Unit is to be complete, assembled, and ready to operate.
- F. If the spreader is purchased as an option for a tandem axle dump truck, the spreader shall be mounted in the truck, ready to operate.
- G. The manufacturer's standard warranty against defective parts, material, and workmanship shall be furnished. A copy of the warranty is to be attached to the bid.

### 2. BODY

The body is to be 100% welded on the inside. Cross-member and side-support spacing deviations may be allowed if necessary for component installation. MoDOT must pre-approve any changes.

- A. The spreader body shall have a minimum of nine (9) cubic yards struck capacity.
- B. The spreader shall have an inside body length of 13 feet at the top.
- C. The overall height shall not to exceed 56 inches to the top of the center screen support beam.
- D. The top inside width shall not be less than 78 inches.
- E. The sidewalls must be sloped at approximately a 45-degree angle.
- F. The rear wall may be sloped up to a maximum of 15 degrees.
- G. The front wall may be sloped up to a maximum of 15 degrees. Front wall construction shall be such that there is no possible way for material to leak out of the front of the spreader body.
- H. The body shall be constructed of a minimum 12-gauge 304 stainless steel.
- I. The body shall have a minimum of six (6) cross-members and side supports spaced 12 inches from body ends on 24-inch centers.
- J. The body long sill, cross-members and full-length steel channel skids shall be a minimum of 7-gauge 304 stainless steel.
- K. The body side supports shall be a minimum of 12-gauge 304 stainless steel.
- L. An adjustable in height stainless steel inverted vee shall be provided to keep material load off the auger for easier auger start-up.
- M. The body shall be equipped with a safety interlock system to prevent power from reaching the auger drive motor when the auger cover and/or top screens are opened beyond the normal operating position.



**3. TOP GRATE SCREENS**

- A. The body is to have a top-grate screen grid, having at least six (6) sections, three on each side.
- B. Screens shall be hinged at the center support beam of the spreader body for easy handling.
- C. Screens shall be made of either 3/8-inch diameter rods centered on crossbars or 3/8-inch diameter woven wire on heavy-duty frames. Screen openings to be approximately 2-1/2 inches x 2-1/2 inches.
- D. The center support beam must be a minimum 2 inch x 6 inch steel tube with a minimum 3/16-inch thickness.
- E. The center support beam shall be raised above the top of the body to prevent material build-up on top of the screens.

**4. TIE DOWN/LIFTING BRACKETS**

- A. The body shall have not less than four (4) 10-gauge minimum stainless steel hold down brackets designed for four-inch nylon straps with flat hooks, two on each side. The placement of the hold down brackets must comply with the Western style dump body dimensions included with the bid documents.
- B. A 10-gauge minimum stainless steel lift hook/bracket shall be installed on the front and rear face of the body at each upper corner to allow for easy handling when loading or unloading.

**5. AUGER TUBE**

- A. Auger tube shall be 4"OD pipe, with a minimum wall thickness of .25".
- B. The front of the auger tube shall have a 2" cold roll end shaft welded to a 3/8" minimum thickness end plate. Both shall be continuous welded.
- C. The front end shaft of the auger shall be supported by a 4-bolt flange, heavy duty, sealed, self-aligning bearing. Bearing must be greasable from the rear of the spreader body.
- D. The rear of the auger tube shall be supported entirely by the hydraulic drive motor by means of a splined, greasable coupler continuous welded to the rear of the auger tube. Grease fitting must grease motor splines and coupler splines.
- E. No center support bearings will be allowed.

**6. AUGER FLIGHTING**

- A. Auger flighting shall have a minimum thickness of 1/2", and an outside diameter of 7". Flighting shall be continuous welded to the tube.
- B. Auger flighting shall have the outer edge hard-surfaced by an electric arc welding process to a minimum #55 Rockwell hardness .
- C. Auger flighting shall have three different pitches in order for the hopper to unload evenly from the front, middle, and rear.

**7. AUGER DRIVE MOTOR**

- A. Motor shall be a heavy duty roller stator type, have a splined output shaft, 4-bolt mounting, with O-ring ports .
- B. Motor shall be rated for a maximum system pressure of at least 2350psi, have a displacement of 64 cubic inches, and be rated for a maximum of 25 gpm oil flow.
- C. Motor shall be mounted using a floating mount to prevent minimal differences in spline alignment between the auger and motor from damaging either component.

**8. AUGER FEED RATE**

- A. The rear wall of the spreader shall have a feed opening size of approximately 63 square inches.
- B. The auger assembly shall have a minimum theoretical output of .135 cubic feet of material per revolution.
- C. The auger and motor assembly shall produce a minimum theoretical output of 7.29 cubic feet per minute of material at 15 gpm oil flow.

**9. DROP CHUTE AND SPINNER**

- A. The drop chute shall be made of a minimum of 12-gauge stainless steel.
- B. The drop chute shall bolt to the rear of the auger trough.
- C. The chute shall be fully enclosed and include an operator-adjustable deflector at the bottom to change the flow of material from the middle of the chute to one side or the other.
- D. The bottom of the chute shall have a hood with operator-adjustable material deflectors installed on each side and rear of the drop chute.
- E. The spinner shall be securely mounted at the bottom of the chute. Spinner motor mounting brackets shall be a minimum of 7-gauge stainless steel.
- F. The spinner shall be operated by a high torque, low speed geroller type hydraulic motor with o-ring thread ports.
- G. The height of the spinner disk shall be adjustable with an ideal height of 18 inches above the ground.
- H. Spinner disk shall be 18 inches in diameter, made from 7 ga. steel, and have six replaceable formed 7 ga steel fins.

**10. HYDRAULIC HOSES AND COUPLERS**

- A. All hydraulic hoses shall be rated for 3000 psi working pressure.
- B. Hydraulic hoses shall be long enough to be routed from their respective connection point on the spreader to the male hydraulic couplers mounted in the left rear corner of the dump body.
- C. Hoses shall be routed up to the upper left rear corner of the spreader body and secured at a point to allow the hoses to go over the side of the dump body and down to the male couplers at the left rear corner of the dump body.
- D. The return circuit for the conveyor and spinner motor shall be "teed" together on the spreader and run together in a common return hose to the truck coupler.
- E. Hydraulic hoses shall be sized as follows:

1. Auger hose shall be 3/4-inch ID with female JIC swivels at both ends. Hose shall have a 3/4-inch female FD45-1003-12-12 coupler attached.
  2. Spinner hose shall be 1/2-inch ID with female JIC swivels at both ends. Hose shall have a 1/2-inch female FD45-1003-8-10 coupler attached.
- F. Spreader return hose shall be 1-inch ID with female JIC swivels at both ends. Hose shall have a 1-inch female FD45-1003-16-16 coupler attached.

## 11. LIQUID CHEMICAL STORAGE

- A. Two (2) side-mounted, 100-gallon polyethylene reservoir tanks, one per side, shall be provided.
- B. A minimum of a 3-inch top fill port with splash proof vent, and a 3/4-inch suction port shall be molded into each tank.
- C. Both tanks shall be plumbed together with a minimum 1-1/2" ID hose and a tee located at the left rear corner of the spreader.

## 12. CONSPICUITY

Spreader shall be outfitted with DOT-C2 11-inch red/7-inch white parabolic retro-reflective conspicuity tape (Reflexite or equal) as per MoDOT guidelines included in the bid documents.

## OPTIONS

### 1. Option for dual auger configuration

Specifications for a dual auger configuration spreader and its individual components shall be the same as the single auger base spreader unless otherwise specified.

\*Drive system shall consist of two hydraulic motors plumbed in parallel.

Gearboxes will not be allowed.

\*Feed rate for dual auger configuration shall be at least double that listed for the single auger.

\*Inverts over the augers are optional.

### 2. Option for fold-up spinner chute

Specifications for a fold-up spinner chute configuration and its individual components shall be the same as the regular spinner chute unless otherwise specified.

a. Chute shall fold up and to the left from the bottom of the auger trough.

b. Spinner hose configuration shall consist of quick couplers to facilitate folding operation.

### 3. Option for spreader stand

Stand shall be permanently mounted to the spreader, and allow for installation of spreader in the truck, removal of spreader from the truck, and storage of the spreader without the use of additional tools or components.

\* Stand shall be full length of the spreader

\*Stand shall be between 72"-76" wide

\*Stand configuration at the rear of the spreader shall protect the spinner chute from damage in the event of a rear-end collision  
\*All movable points of the stand shall be greasable

4. **Option for an auger sensor**
  - a. Sensor shall have sealed connections that meet ISO IP68 and NEMA 6 ratings
  - b. Sensor shall be digital, and compatible with Component Technology GL400 and ACS systems.

## 16-FOOT SKID-MOUNTED MATERIALS SPREADER

### 1. GENERAL

The following specifications shall apply to the 16-foot skid-mounted, hydraulic driven, materials spreader body. The materials spreader shall be a self-contained, 304 stainless steel, V hopper type. The materials spreader shall be compatible with the Western style dump body dimensions included with the bid documents. The spreader shall be capable of spreading uniformly all types of granular materials: salt, cinders, chemicals, abrasives, and mixtures of these up to a width of 40 feet.

- A. The body shall be manufactured into a common unit in accordance with good commercial practices.
- B. All stainless steel shall be welded using stainless welding wire.
- C. All stainless steel shall be left unpainted.
- D. Any carbon steel components shall be chemically cleaned and coated with a lead-free primer and painted with lead-free gray enamel.
- E. Unit is to be complete, assembled, and ready to operate.
- F. If the spreader is purchased as an option for a tandem axle dump truck, the spreader shall be mounted in the truck, ready to operate.
- G. The manufacturer's standard warranty against defective parts, material, and workmanship shall be furnished. A copy of the warranty is to be attached to the bid.

### 2. BODY

The body is to be 100% welded on the inside. Cross-member and side-support spacing deviations may be allowed if necessary for component installation. MoDOT must pre-approve any changes.

- A. The spreader body shall have a minimum of eleven (11) cubic yards struck capacity.
- B. The spreader shall have an inside body length of 16 feet at the top.
- C. The overall height shall not to exceed 56 inches to the top of the center screen support beam.
- D. The top inside width shall not be less than 78 inches.
- E. The sidewalls must be sloped at approximately a 45-degree angle.
- F. The rear wall may be sloped up to a maximum of 15 degrees.
- G. The front wall may be sloped up to a maximum of 15 degrees. Front wall construction shall be such that there is no possible way for material to leak out of the front of the spreader body.
- H. The body shall be constructed of a minimum 12-gauge 304 stainless steel.
- I. The body shall have a minimum of eight (8) cross-members and side supports spaced 12 inches from body ends on 24-inch centers.
- J. The body long sill, cross-members and full-length steel channel skids shall be a minimum of 7-gauge 304 stainless steel.
- K. The body side supports shall be a minimum of 12-gauge 304 stainless steel.
- L. An adjustable in height stainless steel inverted vee shall be provided to keep material load off the auger for easier auger start-up.
- M. The body shall be equipped with a safety interlock system to prevent power from reaching the auger drive motor when the auger cover and/or top screens are opened beyond the normal operating position.

**3. TOP GRATE SCREENS**

- A. The body is to have a top-grate screen grid, having at least eight (8) sections, four on each side.
- B. Screens shall be hinged at the center support beam of the spreader body for easy handling.
- C. Screens shall be made of either 3/8-inch diameter rods centered on crossbars or 3/8-inch diameter woven wire on heavy-duty frames. Screen openings to be approximately 2-1/2 inches x 2-1/2 inches.
- D. The center support beam must be a minimum 2 inch x 6 inch steel tube with a minimum 3/16-inch thickness.
- E. The center support beam shall be raised above the top of the body to prevent material build-up on top of the screens.

**4. TIE DOWN/LIFTING BRACKETS**

- A. The body shall have not less than four (4) 10-gauge minimum stainless steel hold down brackets designed for four-inch nylon straps with flat hooks, two on each side. The placement of the hold down brackets must comply with the Western style dump body dimensions included with the bid documents.
- B. A 10-gauge minimum stainless steel lift hook/bracket shall be installed on the front and rear face of the body at each upper corner to allow for easy handling when loading or unloading.

**5. AUGER TUBE**

- A. Auger tube shall be 4"OD pipe, with a minimum wall thickness of .25".
- B. The front of the auger tube shall have a 2" cold roll end shaft welded to a 3/8" minimum thickness end plate. Both shall be continuous welded.
- C. The front end shaft of the auger shall be supported by a 4-bolt flange, heavy duty, sealed, self-aligning bearing. Bearing must be greasable from the rear of the spreader body.
- D. The rear of the auger tube shall be supported entirely by the hydraulic drive motor by means of a splined, greasable coupler continuous welded to the rear of the auger tube. Grease fitting must grease motor splines and coupler splines.
- E. No center support bearings will be allowed.

**6. AUGER FLIGHTING**

- A. Auger flighting shall have a minimum thickness of 1/2", and an outside diameter of 7". Flighting shall be continuous welded to the tube.
- B. Auger flighting shall have the outer edge hard-surfaced by an electric arc welding process to a minimum #55 Rockwell hardness .
- C. Auger flighting shall have three different pitches in order for the hopper to unload evenly from the front, middle, and rear.

**7. AUGER DRIVE MOTOR**

- A. Motor shall be a heavy duty roller stator type, have a splined output shaft, 4-bolt mounting, with O-ring ports .
- B. Motor shall be rated for a maximum system pressure of at least 2350psi, have a displacement of 64 cubic inches, and be rated for a maximum of 25 gpm oil flow.
- C. Motor shall be mounted using a floating mount to prevent minimal differences in spline alignment between the auger and motor from damaging either component.

**8. AUGER FEED RATE**

- A. The rear wall of the spreader shall have a feed opening size of approximately 63 square inches.
- B. The auger assembly shall have a minimum theoretical output of .135 cubic feet of material per revolution.
- C. The auger and motor assembly shall produce a minimum theoretical output of 7.29 cubic feet per minute of material at 15 gpm oil flow.

**9. DROP CHUTE AND SPINNER**

- A. The drop chute shall be made of a minimum of 12-gauge stainless steel.
- B. The drop chute shall bolt to the rear of the auger trough.
- C. The chute shall be fully enclosed and include an operator-adjustable deflector at the bottom to change the flow of material from the middle of the chute to one side or the other.
- D. The bottom of the chute shall have a hood with operator-adjustable material deflectors installed on each side and rear of the drop chute.
- E. The spinner shall be securely mounted at the bottom of the chute. Spinner motor mounting brackets shall be a minimum of 7-gauge stainless steel.
- F. The spinner shall be operated by a high torque, low speed geroller type hydraulic motor with o-ring thread ports.
- G. The height of the spinner disk shall be adjustable with an ideal height of 18 inches above the ground.
- H. Spinner disk shall be 18 inches in diameter, made from 7 ga. steel, and have six replaceable formed 7 ga steel fins.

**10. HYDRAULIC HOSES AND COUPLERS**

- A. All hydraulic hoses shall be rated for 3000 psi working pressure.
- B. Hydraulic hoses shall be long enough to be routed from their respective connection point on the spreader to the male hydraulic couplers mounted in the left rear corner of the dump body.
- C. Hoses shall be routed up to the upper left rear corner of the spreader body and secured at a point to allow the hoses to go over the side of the dump body and down to the male couplers at the left rear corner of the dump body.
- D. The return circuit for the conveyor and spinner motor shall be "teed" together on the spreader and run together in a common return hose to the truck coupler.
- E. Hydraulic hoses shall be sized as follows:

1. Auger hose shall be 3/4-inch ID with female JIC swivels at both ends. Hose shall have a 3/4-inch female FD45-1003-12-12 coupler attached.
  2. Spinner hose shall be 1/2-inch ID with female JIC swivels at both ends. Hose shall have a 1/2-inch female FD45-1003-8-10 coupler attached.
- F. Spreader return hose shall be 1-inch ID with female JIC swivels at both ends. Hose shall have a 1-inch female FD45-1003-16-16 coupler attached.

## 11. LIQUID CHEMICAL STORAGE

- A. Two (2) side-mounted, 100-gallon polyethylene reservoir tanks, one per side, shall be provided.
- B. A minimum of a 3-inch top fill port with splash proof vent, and a 3/4-inch suction port shall be molded into each tank.
- C. Both tanks shall be plumbed together with a minimum 1-1/2" ID hose and a tee located at the left rear corner of the spreader.

## 12. CONSPICUITY

Spreader shall be outfitted with DOT-C2 11-inch red/7-inch white parabolic retro-reflective conspicuity tape (Reflexite or equal) as per MoDOT guidelines included in the bid documents.

## OPTIONS

### 1. Option for dual auger configuration

Specifications for a dual auger configuration spreader and its individual components shall be the same as the single auger base spreader unless otherwise specified.

\*Drive system shall consist of two hydraulic motors plumbed in parallel. Gearboxes will not be allowed.

\*Feed rate for dual auger configuration shall be at least double that listed for the single auger.

\*Inverts over the augers are optional.

### 2. Option for fold-up spinner chute

Specifications for a fold-up spinner chute configuration and its individual components shall be the same as the regular spinner chute unless otherwise specified.

- a. Chute shall fold up and to the left from the bottom of the auger trough.
- b. Spinner hose configuration shall consist of quick couplers to facilitate folding operation.

### 3. Option for spreader stand

Stand shall be permanently mounted to the spreader, and allow for installation of spreader in the truck, removal of spreader from the truck, and storage of the spreader without the use of additional tools or components.

\* Stand shall be full length of the spreader

\*Stand shall be between 72"-76" wide

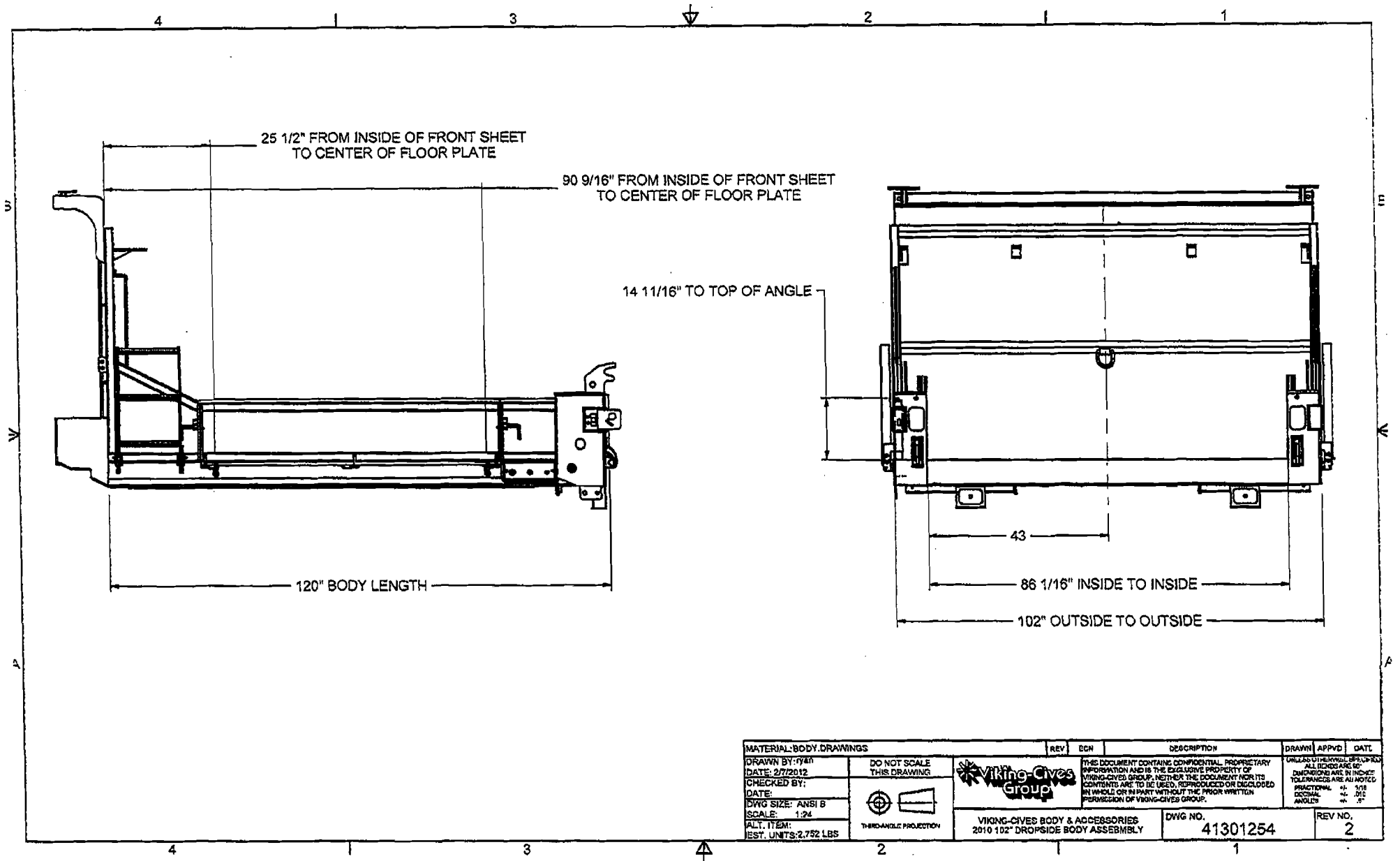




\*Stand configuration at the rear of the spreader shall protect the spinner chute from damage in the event of a rear-end collision

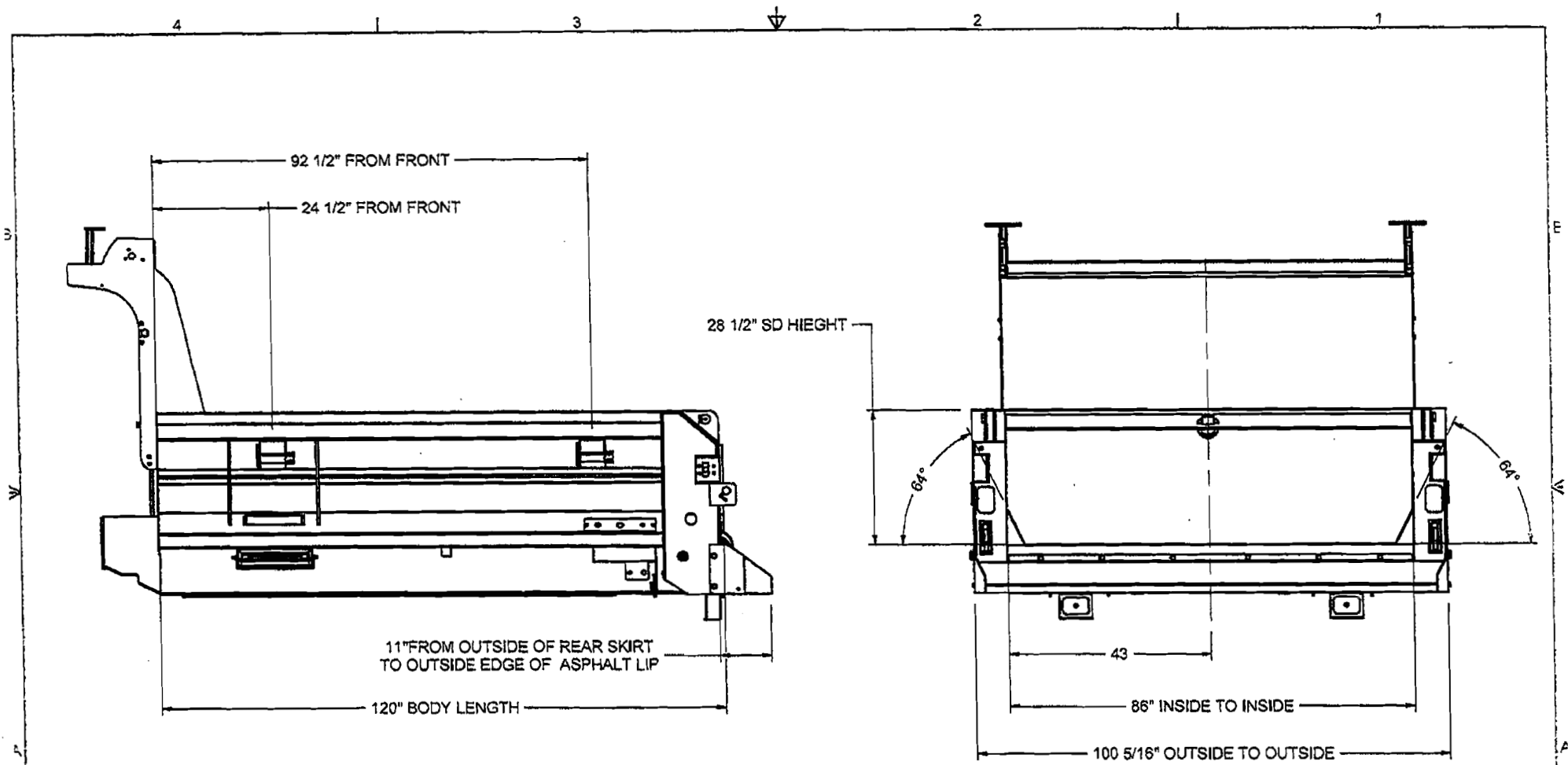
\*All movable points of the stand shall be greasable


**4. Option for an auger sensor**

- a. Sensor shall have sealed connections that meet ISO IP68 and NEMA 6 ratings
- b. Sensor shall be digital, and compatible with Component Technology GL400 and ACS systems.

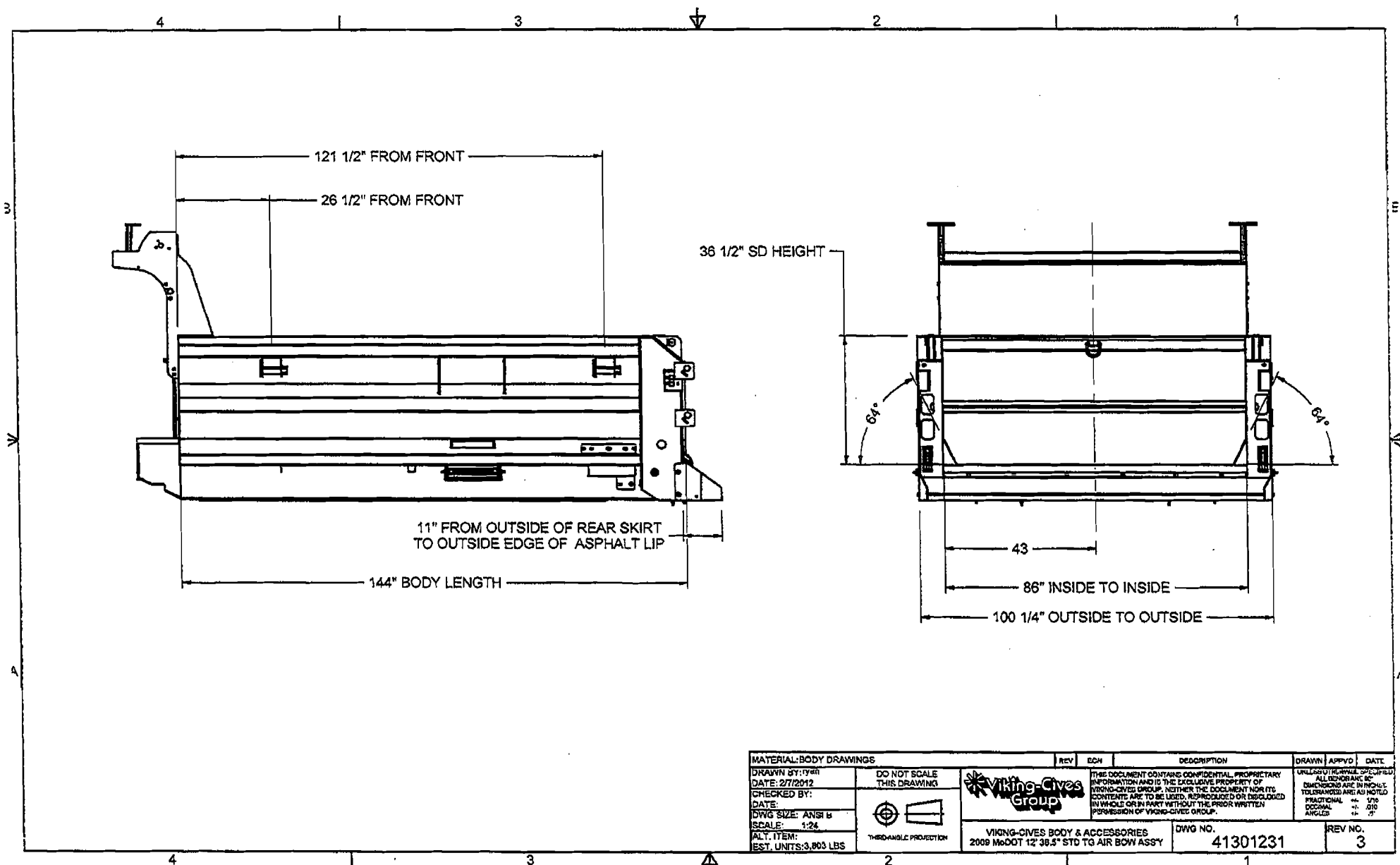


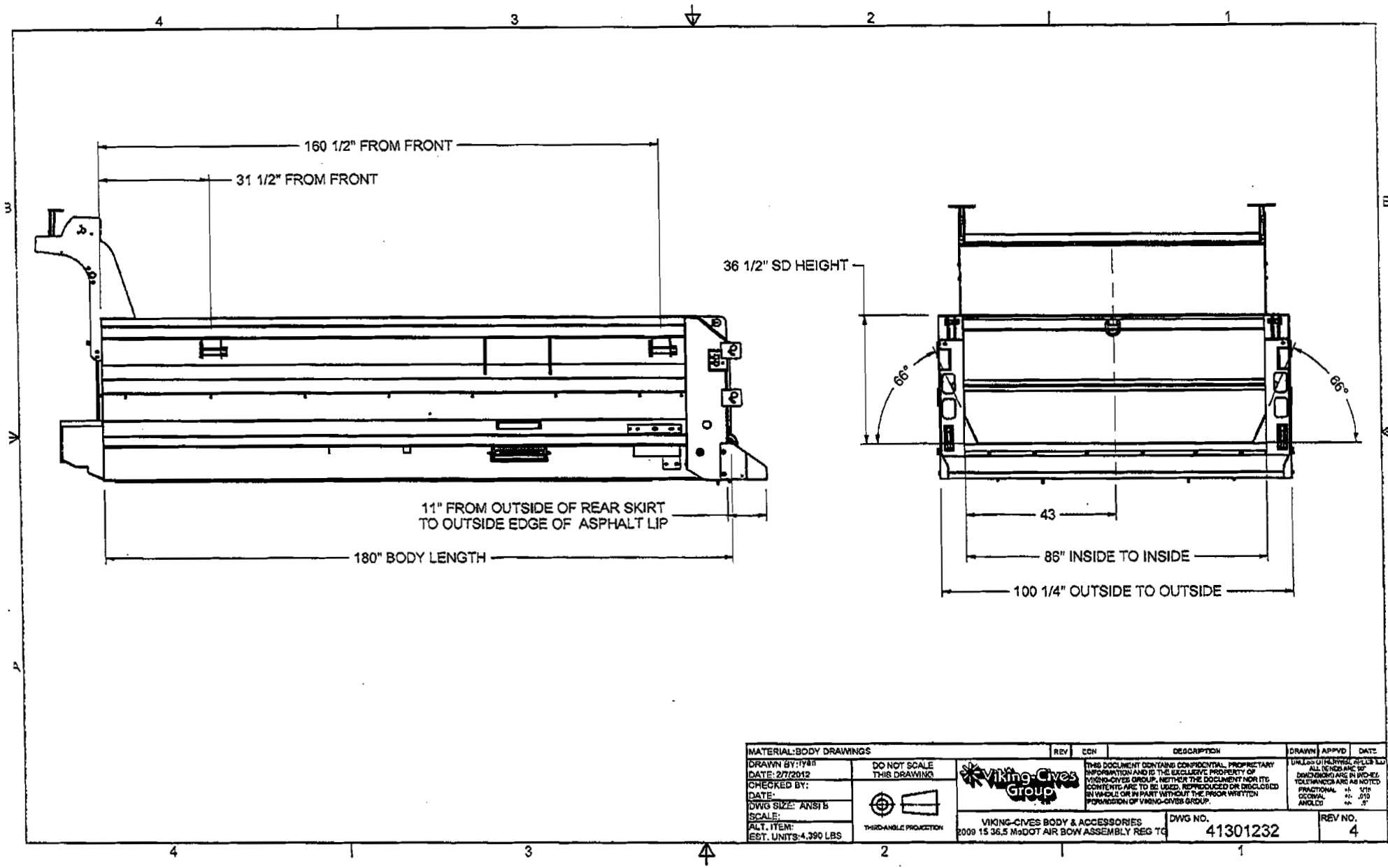
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DATE: 2/7/2012							
CHECKED BY:	 THIRD ANGLE PROJECTION	VIKING-CIVES BODY & ACCESSORIES 2010 102" DROPSIDE BODY ASSEMBLY			DWG NO. 41301254		REV NO. 2
DATE:							
DWG SIZE: ANSI B							
SCALE: 1:24							
ALT. ITEM:							
EST. UNITS: 2,752 LBS							





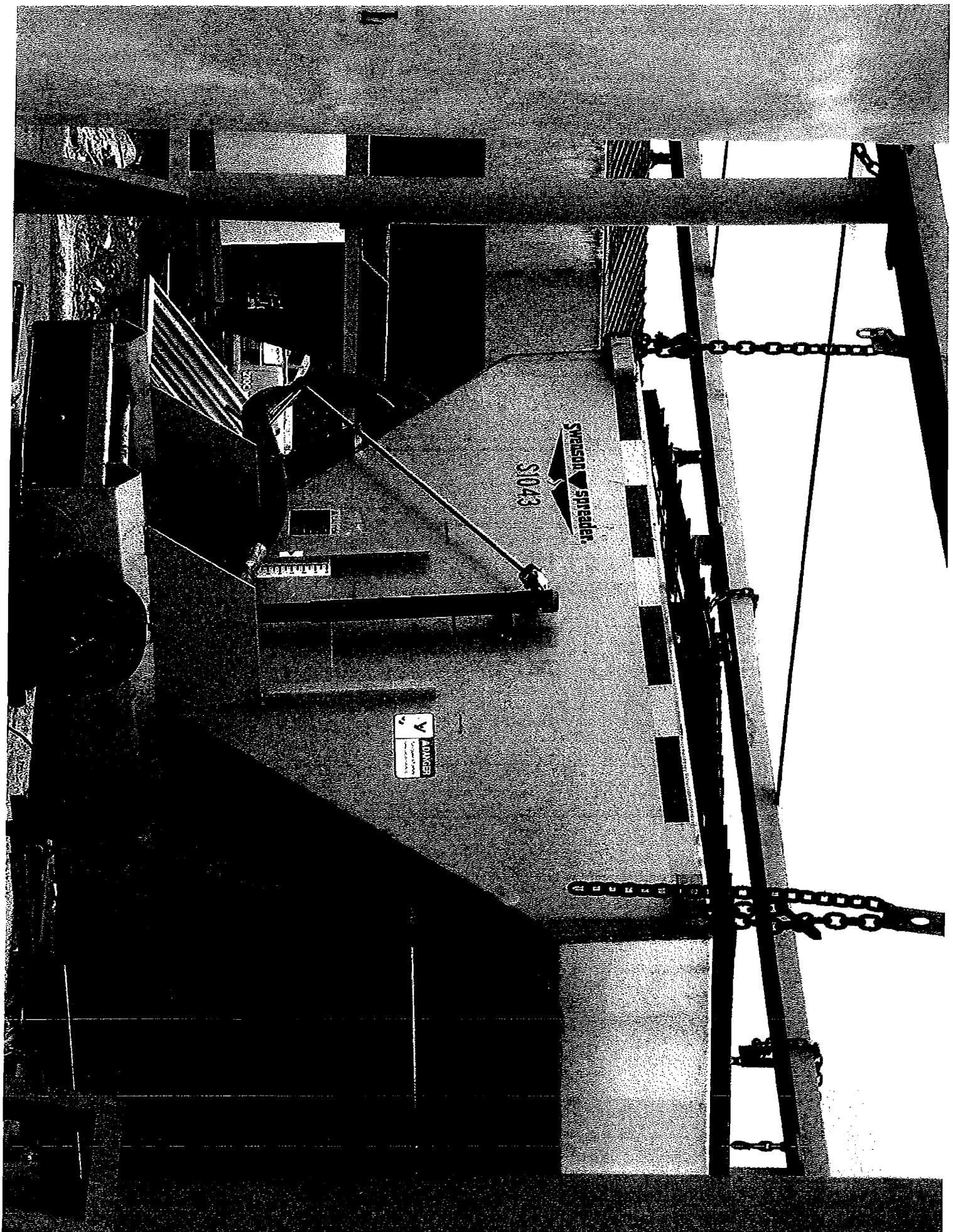
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DATE: 2/7/2012								
CHECKED BY:								
DATE:								
DWG SIZE: ANSI B								
SCALE: 1:24								
ALT. ITEM:								
EST. UNITS: 3,182 LBS								
				<b>VIKING-CIVES</b> Group				
				VIKING-CIVES BODY & ACCESSORIES M6DOT 10 X 28.5 AIR TARP ASSEMBLY STD TG	DWG NO. <b>41301235</b>		REV NO. <b>3</b>	

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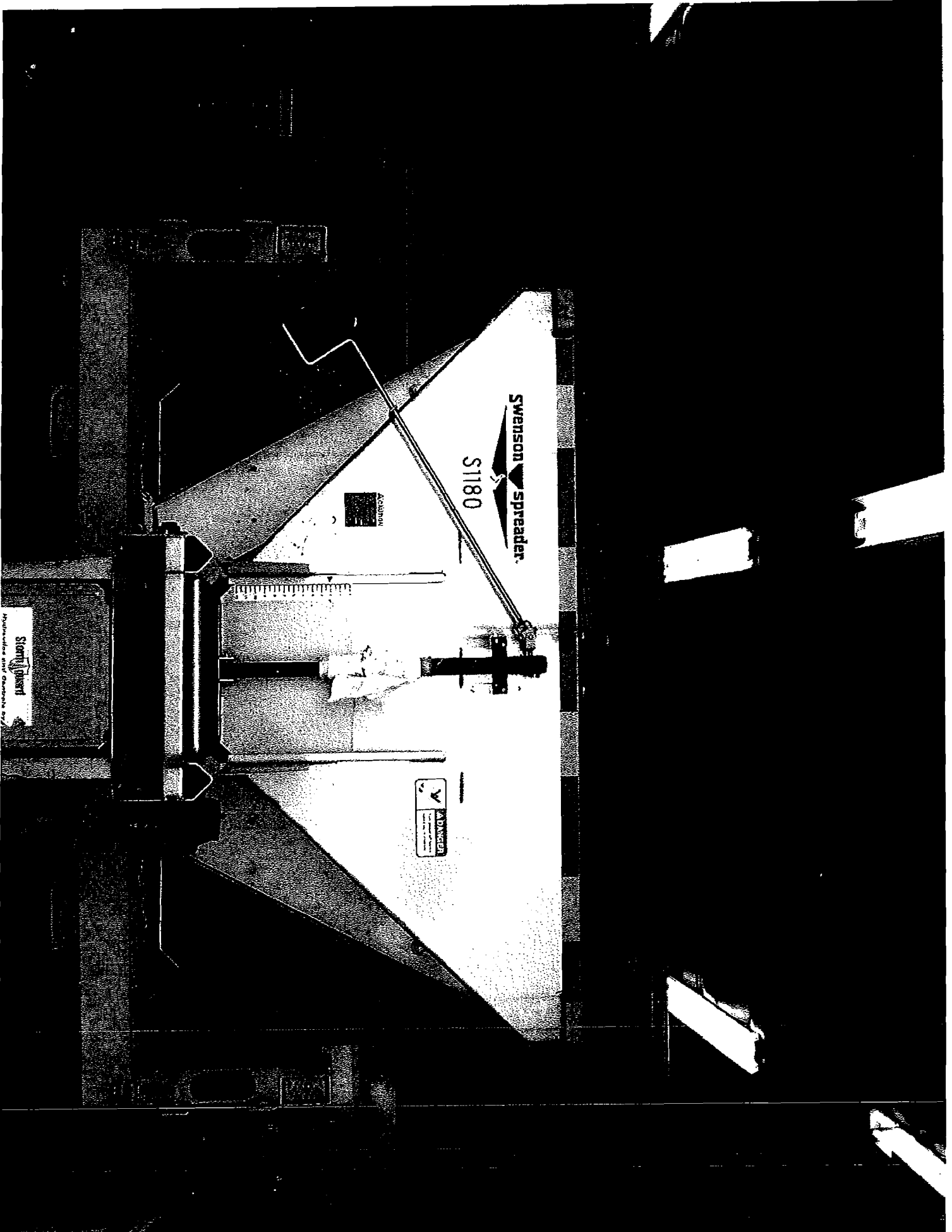
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DATE: 2/7/2012	 <p>THIRD-ANGLE PROJECTION</p>						
CHECKED BY:							
DATE:							
DWG SIZE: ANSI B							
SCALE:	VIKING-CIVES BODY & ACCESSORIES 2009 15 36.5 NoDOT AIR BOW ASSEMBLY REG TC		DWG NO. <b>41301232</b>		REV NO. <b>4</b>		
ALT. ITEM:							
EST. UNITS: 4,390 LBS							



Svenson Spreader

S043

DANGER  
SAFETY



Swenson spreader

S1180

**DANGER**  
Read and understand  
the operator's manual  
before operating this  
equipment.

Start/Restart  
Hydraulics and Controls by

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

**STANDARD SOLICITATION PROVISIONS**

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

**GENERAL TERMS AND CONDITIONS**

**Definitions**

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

**Nondiscrimination**

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

**Contract/Purchase Order**

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

**Applicable Laws and Regulations**

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

**Executive Order:**

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

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

**Preferences**

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



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

**Cancellation of Contract**

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

**Bankruptcy or Insolvency**

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

**Warranty**

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

**Status of Independent Contractor**

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

**Non-Waiver**

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

**Indemnification**

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

**SPECIAL TERMS AND CONDITIONS**

**Tax Exempt Status:**

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

# 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 : swenson spreader  
 State : ILLINOIS or MISSOURI  
 Country : UNITED STATES  
 As of 31-Jul-2012 12:50 PM EDT  
 Save to MyEPLS

Your search returned no results.

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

### Resources

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

### Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

### Archive Search - Past Exclusions

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

### Contact Information

- > For Help: Federal Service Desk



August 14, 2012

Amy Robbins  
Senior Buyer  
Boone County Purchasing  
613 E. Ash St. Room 109  
Columbia, MO 65201

RE: Purchase Agreement for 10ft Auger Spreader - 3-120315RJRJ

Dear Ms. Robbins,

The Missouri Department of Transportation contract (3-120315RJRJ) price was based on the Auger Spreader and truck load rate. Therefore, Swenson Spreader LLC, is hereby requesting an additional \$475 for delivery charges to be added to the purchase agreement of the 10ft Auger Spreader for the delivery of one unit.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in cursive script that reads "Dawn Sage".

Dawn Sage  
Government Sales Coordinator  
Swenson Spreader LLC  
Office: 888-825-7323  
Email: [gov-sales@swensonspreader.com](mailto:gov-sales@swensonspreader.com)

Sent via email