424 -2009

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI County of Boone	September Session of the July Adjourned	<b>Term. 20</b> 09
County of Boone		
In the County Commission of said county, on th	day Steptember	<b>20</b> 09

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 2505 E. Oakbrook Drive A+B (parcel #12-415-20-02-005.00 01) and 2510 E. Oakbrook Drive A+B (parcel # 12-415-20-02-018.00 01).

Done this 10<sup>th</sup> day of September, 2009.

ATTEST:

S. Woren KS Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

len 1/le

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

# **HEARING NOTICE**

R&L Investment Holdings LLC 242 Cornwall Drive Weldon Springs, MO 63304

An inspection of the properties you own located at 2505 E. Oakbrook Drive A+B (parcel # 12-415-20-02-005.00 01) and 2510 E. Oakbrook Drive A+B (parcel # 12-415-20-02-018.00 01) was conducted on August 7, 2009 and revealed growth of weeds in excess of twelve inches high on both of the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that a hearing will be held before the County Commission on Thursday, September 10, 2009 at 1:30 p.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 4 day of	Senter	ger
2009 by	, -	

١.

## BEFORE THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI

In Re: Nuisance Abatement ) 2505 Oakbrook Drive A+B ) 2510 Oakbrook Drive A+B ) July Session April Adjourned Term 2009 Commission Order No.  $\underline{424}$ 

## FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

**NOW** on this 10<sup>th</sup> day of September 2009, 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: growth of weeds in excess of twelve inches high
- 4. The location of the public nuisance is as follows: 2505 E. Oakbrook Drive A+B, Columbia, MO, a/k/a parcel# 12-415-20-02-005.00 01, Section 20, Township 49, Range 12 as shown in deed book 2988 page 0026, Boone County and 2510 E. Oakbrook Drive A+B, Columbia, MO, a/k/a parcel # 12-415-20-02-018.00 01, Section 20, Township 49, Range 12 as shown in deed book 2988 page 0026, Boone County
- 5. The specific violation of the Code is: growth of weeds in excess of twelve inches high in violation of section 6.7 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 12<sup>th</sup> day of August 2009, to the property owner, occupant, and any other applicable interested persons.
- 7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were 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:

Noren 5

424-2009





HEALTH DEPARTMENT DIVISION OF ENVIRONMENTAL HEALTH

To: Boone County Commission

From: Gerry Worley, Environmental Health Manager Charlfully,

- Boone County Clerk, Boone County Collector, Boone County Auditor c:
- Date: October 27, 2009
- nuisance abatement invoices for 2505 E. Oakbrook Drivé and 2510 E. Oakbrook Drive (parcel # Re: 12-415-20-02-005.00 01 and parcel # 12-415-20-02-018.00 01)

Attached please find all paid invoices for the abatement of two weed nuisances located at E. Oakbrook Drive and 2510 E. Oakbrook Drive (parcel # 12-415-20-02-005.00 01 and parcel # 12-415-20-02-018.00 01). All attached invoices have been paid by the Health Department. The purpose of this memo and attached invoices is to apply the amount paid by the Health Department to the property tax bill of the appropriate parcel number. The owner of both of the properties is R&L Investment Holdings LLC and the mailing address for the owner is 242 Cornwall Drive, Weldon Springs, MO 63304. The nuisance abatement is completed and no further invoices will be submitted. The total amount may be attached to the property tax bills for the above abatement location addresses. Please contact our office if you have any questions regarding this matter.

Attached Invoice	Contractor	Amount Paid
1 of 1	TP Mowing LLC – 2505 E. Oakbrook Drive (parcel # 12-415-20-02-005.00 01)	\$120.00
1 of 1	TP Mowing LLC - 2510 E. Oakbrook Drive (parcel # 12-415-20-02-018.00 01)	\$150.00
none	Columbia/Boone County Department of Public Health and Human Services – Administrative Costs	\$150.00
	Total Amount Paid	\$420.00

TP Mowing LLC

8450 Trade Center Drive Suite 106 Columbia, MO 65201 Cell #573-881-9905 Office #573-814-2390

Bill To City of Columbia-Health P O Box 6015 Columbia, MO 65205

Ship To		_
City of Columbia-Health P O Box 6015	 	
Columbia, MO 65205		
Juniola, INO 05205		

F.O.B. Project P.O. Number Terms Rep Ship Via 10/22/2009 Quantity Item Code Description Price Each Amount 9/23 Mow, trim, brush hog 2505 Oakbrook \$120 2510 270.00 270.00 1 mow and trim Oakbrook \$150 Total \$270.00

Invoice

 Date
 Invoice #

 10/22/2009
 1690

425 -2009

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	<b>1</b>	September Session of the July Adjourn	ned <b>Term. 20</b> 09
County of Boone	<b>J</b> ea.		
In the County Commission	n of said county, on the	10 <sup>th</sup> day of S	eptember <b>20</b> 09

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment for a mid-mount boom mower -20' reach with joystick from Tiger Corporation of Sioux Falls, South Dakotah:

Department	Account	Department Name	Qty	Unit Price	Amount
2040	92300	Mid-Mount Boom Mower -20' Reach: Tiger TRB50-C	1	25515.60	25515.60
2040	92300	Joystick	1	5485.50	5485.50
		Total			31001.10

Done this 10<sup>th</sup> day of September, 2009.

ATTEST:

~ 165

Wendy S. Noren Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

elloare

Karen M. Miller District I Commissioner

Škip Elkin District II Commissioner

## PURCHASE AGREEMENT FOR MOWER

THIS AGREEMENT dated the <u>day of</u> <u>septende</u> 2009 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Tiger Corporation**, 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 **Mowers** in compliance with all bid specifications and any addendum issued for the Missouri Department of Transportation Contract **3-070524**. 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 and the Missouri Department of Transportation Contract 3-070524 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 the following:

٠	Mid-Mount Boom Mower – 20'Reach: Tiger TRB50-C	\$25,515.60
٠	Joystick	\$5,485.50
•	For a total contract price of	\$31,001.10

3. *Delivery* - Vendor agrees to deliver equipment as set forth in the bid documents and within 45 days after receipt of order.

4. **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.

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



#### Missouri Department of Transportation Bid Tabulation of Request 3-070524 Mowers - All Types Multiple Award Bid

Item #15 - Mid-Mount Boom Mower - 20' Reach

		Base Price				Delivery		
Vendor	Make/Model	50" Rotary	60" Rotary	Option 1	Option 2	ARO	<b>Districts</b>	Coop
Tiger Corporation	Tiger TRB50-C	\$25,515.60	\$25,878.60	\$2,800.00	Included	45 days	All	Yes
Woody's Municipal Supply	Diamond DB20	\$24,122.00	\$24,552.00	\$2,135.00	NA	30-45 days	2,3,5,6,10	Yes
Alamo Sales Corp.	Alamo 20' Versa Boom	\$25,081.00	\$24,922.00	\$4,755.00	\$1,766.00	30-90 days	All	Yes
	Alamo MB21 Machete	\$32,790.00	\$32,844.00	\$4,217.00	Included	30-90 days	All	Yes
Murphy Tractor	Diamond DB20	\$24,223.54	\$24,653.05	\$2,266.00	Standard	30-45 days	1,4,7,8,9	Yes

#### Item #16 - Mid-Mount Boom Mower - 23' Reach

ttem # 10 - Mid-Montt B	oom wower - 25 React	1						
Base Price								
Vendor	Make/Model	50" Rotary	60" Rotary	Option 1	Option 2	ARO	<b>Districts</b>	Coop
Tiger Corooration	Tiger TRB-50CXB	\$28,155.60	\$28,518,60	\$2,800.00	Included	45 days	All	Yes
Woody's Municipal Supply	Diamond DB-23	\$25,739.00	\$26,168.00	\$2,135.00	NA	30-45 days	2,3,5,6,10	Yes
Alamo Sales Corp.	Alamo 23' Versa Boom	\$25,980.00	\$25,817.00	\$4,755.00	\$1,766.00	30-90 days	All	Yes
	Alamo MB24 Machete	\$34,391.00	\$34,552.00	\$4,217.00	Included	30-90 days	All	Yes
Murphy Tractor	Diamond DB-23	\$25,840.64	\$26,269.12	\$2,266.00	Standard	30-45 days	1.4.7.6.9	Yes

#### Item #17 - Mid-Mount Boom Mower - 25' Reach

Vendor	Make/Model	50" Rotary	60" Rotary	Option 1	Option 2	ARO	Districts	Coop	
Tiger Corporation	Tiger SRB-50C	\$42,930.80	\$43,819.60	\$5,200.00	\$1,000.00	45 days	All	Yes	
Woody's Municipal Supply	Diamond DB25	\$33,466.00	\$33,762.00	\$2,500,00	NA	30-45 days	2,3,5,6,10	Yes	
Alamo Sales Corp.	Alamo 25' Axtreme Boom	\$27,203.00	\$27,203.00	\$4,163.00	Included	30-90 days	All	Yes	
Murphy Tractor	Diamond DB25	\$33,722.20	\$34,051.60	\$2,626.50	Standard	30-45 days	1.4,7.8,9	Yes	

#### Item #18 - Schulte XH1500 15' Cut Three Section Rotary Mower

item into - condite Arrigot	io out infectored	on noury more										
										Delivery		
Vendor	Make/Model	Unit Price	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6	Option 7	ARO	Districts	Coop
Hirsch Feed and Farm Supply	Schulte XH1500	\$17,835.78	\$344.52	NA	\$387.44	\$387.44	\$617.12	\$617.12	\$262.74	30 days	Al	Yes

#### Item #19 - 6' Rear Mount, Double Deck Design Rotary Mower

Vendor	Make/Model	<u>Unit Price</u> w/ Delivery	Unit Price Mount & Delivery	Delivery <u>ARO</u>	Districts	Coop
John Deere Company	John Deere MX6	\$2,492.88	\$2,492.88	60-90 days	Ali	Yes

#### Item #20 - 7' Rear Mount, Double Deck Design Rotary Mower

Vendor	Make/Model	<u>Unit Price</u> w/ Deli∨erγ	Unit Price Mount & Delivery	Delivery <u>ARO</u>	Districts	Coop
John Deere Company	John Deere MX7	\$3,082.56	\$3,082.56	60-90 days	Ali	Yes

#### Item #21 - 8' Rear Mount, Double Deck Design Rotary Mower

Vendor	Make/Model	Option 1	Option 2	Option 3	Unit Price w/ Delivery	Unit Price Mount & Delivery	Delivery <u>ARO</u>	Districts	Coop	
John Deere Company	John Deere MX8	\$0.D0	\$1.103.04	\$0.00	\$4,165.44	\$4,165.44	60-90 days	All	Yes	

#### Item #22 -126" Rear Mount, Double Deck Design Rotary Mower

Refit #22 -120 - Real (10)	and Double Deck Desig				Unit Price	Unit Price	Delivery		
Vendor	Make/Model	Option 1	Option 2	Option 3	w/ Delivery	Mount & Delivery	ARO	Districts	Coop
John Deere Company	John Deere MX10 John Deere HX10	\$0.00 \$0.00	\$827.28 \$480.96	\$0.00 NA	\$4,866.00 \$6,295.20	\$4,866.00 \$6,295.20	60-90 days 60-90 days	All All	Yes



#### Missouri Department of Transportation Bid Tabulation of Request 3-070524 Mowers - All Types Multiple Award Bid

Item #23 -180" Rear Mount, Double Deck Design Rotary Mower

Vendor	Make/Model	Option 1	Option 2	<u>Unit Price</u> <u>w/ Delivery</u>	<u>Unit Price</u> Mount & Delivery	Delivery <u>ARO</u>	Districts	Coop
John Deere Company	John Deere CX15	NA	-\$397 44	\$14,665.20	\$14,665.20	60-90 days	Ali	Yes
	John Deere HX15	NA	-\$254.88	\$13,415.97	\$13,415.97	60-90 days	Ali	Yes

#### Item #24 -240" Rear Mount, Double Deck Design Rotary Mower

Vendor	Make/Model	Option 1	<u>Unit Price</u> w/ Delivery	Unit Price Mount & Delivery	Delivery <u>ARO</u>	Districts	Coop
John Deere Company	John Deere HX20	NA	\$17,537.37	\$17,537.37	60-90 days	Ali	Yes
	John Deere CX20	NA	\$21,685.92	\$21,685.92	60-90 days	Ali	Yes



Item #1 - Slope Mower

#### Missouri Department of Transportation Bid Tabulation of Request 3-070524 Mowers - All Types Multiple Award Bid

Delivery

Vendor	Make/Model	Base Price	ARO	Districts	Coop
Kut Kwick	SSM38-72D	\$52,400,00	30 days	All	Yes
ltem #2 - 60" (5 Foot) Ri	ght Side Mount Rotary	Mower		Delivery	
Vendor	Make/Model	First Price	Second Price	ARO	Districts
Tiger Corporation	Tiger TM-60C	\$14,036.00	\$16,764.00	45 days	All
Woody's Municipal Supply	Diamond DSR060-C	\$14,121.00	\$15,717.00	30-45 days	2,3,5,6,10
Alamo Sales Corp.	Alamo VM60	\$13,640.00	\$17,534.00	30-90 days	All
Murphy Tractor	Diamond DSR060-C	\$14,892.77	\$16,541.80	30-45 days	1.4,7,8,9,
<u>item #3 - 60" (5 Foot) Ri</u>	ight Side Mount Rotary	<u>Mower with D</u>	ouble Deck Desi		
ltem #3 - 60" (5 Foot) Ri <u>Vendor</u>	ight Side Mount Rotary <u>Make/Model</u>	<u>Mower with D</u>	ouble Deck Desi Second Price	gn Delivery <u>ARO</u>	Districts
Vendor				Delivery	<u>Districts</u> All
Vendor Tiger Corporation	Make/Model Tiger TSR-60C	First Price \$14,563.67	Second Price	Delivery ARO	
Vendor Tiger Corporation	Make/Model Tiger TSR-60C	First Price \$14,563.67	Second Price	Delivery <u>ARO</u> 45 days	
Vendor Tiger Corporation	Make/Model Tiger TSR-60C	First Price \$14,563.67	Second Price	Delivery ARO	
<u>Vendor</u> Tiger Corporation Item #4 - 72'' (6 Foot) R <u>Vendor</u>	<u>Make/Model</u> Tiger TSR-60C ight Side Mount Rotary	First Price \$14,563,67 / Mower	Second Price \$16.002.80	Delivery <u>ARO</u> 45 daγs Deli∨ery	All
Vendor Tiger Corporation Item #4 - 72" (6 Foot) R <u>Vendor</u> Tiger Corporation	<u>Make/Model</u> Tiger TSR-60C ight Side Mount Rotary <u>Make/Model</u>	First Price \$14,563,67 / Mower First Price	Second Price \$18.002.80 Second Price	Delivery <u>ARO</u> 45 days Delivery <u>ARO</u>	AJI Districts
Tiger Corporation	<u>Make/Model</u> Tiger TSR-60C ight Side Mount Rotary <u>Make/Model</u> Tiger TM-72C	First Price \$14,563.67 / Mower First Price \$14,154.00	Second Price \$16.002.80 Second Price \$16,862.80	Delivery <u>ARO</u> 45 days Deli∨ery <u>ARO</u> 45 days	AJI Districts All

#### Item #5 - 60" Rear Boom Right Side Mount Rotary Mower

item #5 - 60 Real BOOI	II Right Side Mount Ro	Laty MOWEL		Delivery		
Vendor	Make/Model	First Price	Second Price	ARO	Districts	Coop
Vestel Equipment Alamo Sales Corp.	Bush-Hog SM-60 Alamo Exten-A-Kutil	\$5,827.00 \$9,140.00	\$5,927.00 \$9,410.00	45 days 30-90 days	8 Ali	Yes Yes

#### Item #6 - 60" (5 Foot) Right Side Flail Mower

Vendor	Make/Model	First Price	Second Price	Option 1	Delivery <u>ARO</u>	Districts	Coop
Tiger Corporation	Tiger TSF-60C	\$14,264.80	\$16,992.80	No Charge	45 days	Al	Yes
Woody's Municipal Supply	Diamond DSF060-C	\$14,214.00	\$15,810.00	\$400/set	30-45 days	2,3,5,6,10	Yes
Alamo Sales Corp.	Alamo VF60	\$14,737.00	\$18,816.00	Included	30-90 days	AJI	Yes
Murphy Tractor	Diamond DSF060-C	\$14,314.94	\$15,911.44	\$412.00	30-45 days	1.4,7.8.9	Yes

#### Item #7 - 72" (6 Foot) Right Side Flail Mower

Vendor	Make/Model	First Price	Second Price	Option 1	Delivery <u>ARO</u>	Districts	Coop
Tiger Corporetion	Tiger TSF-75C	\$14,684.10	\$17,392.10	No Charga	45 days	All	Yes
Woody's Municipal Supply	Diamond DSF075-C	\$14,490.00	\$16,086.00	\$500/set	30-45 days	2.3,5,6,10	Yes
Alamo Sales Corp.	Alamo VF74	\$14,933.00	\$19,011.00	Included	30-90 days	All	Yes
Murphy Tractor	Diamond DSF075-C	\$14,590.98	\$16,187.48	\$515.00	30-45 days	1,4,7,8,9	Yes

#### Item #8 - Six-Foot Rotary Mower

			Delivery		
Vendor	Make/Model	Base Price	ARO	Districts	Coop
Hirsch Feed and Farm Supply Hall Manufacturing	Schulte XH600 Bush-Whacker 7210	\$4,753.14 \$2,128.46	30 days 30-45 days	Ali Ali	Yes Yes

<u>Coop</u> Yes Yes Yes Yes

<u>Coop</u> Yes

Coop Yes Yes Yes Yes



#### Missouri Department of Transportation Bid Tabulation of Request 3-070524 Mowers - All Types Multiple Award Bid

Item #9	<ul> <li>Seven-Foot</li> </ul>	Rotary Mower

Item #9 - Seven-Foot Rot	tary Mower							
Vendor	Make/Model	Base Price	Delivery <u>ARO</u>	<b>Districts</b>	Соор			
Hirsch Feed and Farm Supply Hall Manufacturing	Schulte S70 Bush-Whacker 8410	\$5,090.94 \$2,311.16	30 days 30-45 days	Ali Ali	Yes Yes			
Item #10 - Eight-Foot Ro	tary Mower		Delivery					
<u>Vendor</u> Hall Manufacturing	Make/Model Bush-Whacker T-104	Base Price \$3,650.96	ARO 30-45 days	Districts All	Coop Yes			
Item #11 - Fifteen-Foot,	Three Section Rotary	Mower						
<u>Vendor</u> Hirsch Feed and Farm Supply Alamo Sales Corp. Hali Manufacturing	Make/Model Schutte FX315 Alamo Eagle 15° Bush-Whacker T-180	Base Price \$17.011.02 \$12,999.00 \$8.860.95	Option 1 \$194.88 \$136.50 \$658.38	Option 2 NA NA \$605.50	Option 3 Included NA \$1,200.00	Delivery <u>ARO</u> 90 days 60-90 days 30-45 days	<u>Districts</u> All All All	Coop Yes Yes Yes
<u>Mid-Mount Sicklebar an</u>	d Boom Mowers							
ltem #12A - 5' Cutterbar	(Sicklebar) - Hydrauli	ic		Delivery				
<u>Vendor</u> Alamo Sales Corp.	Make/Model Alamo Switchblade 5'	Base Price \$10,469.00	Option 1 \$11,886.00	ARO 30-90 days	Districts All	Coop Yes		
ltem #12B - 5' Cutterbar	(Sicklebar) - PTO Dri	ven		Delivery				
Vendor	Make/Model	Base Price	Option 1	ARO	<u>Districts</u>	Coop		
NA								
Item #13A - 6' Cutterbar	(Sicklebar) - Hydrauli	ic		Delivere		,		
Vendor Alamo Sales Corp.	Make/Model Alamo Switchblade 6'	Base Price \$10,630.00	Option 1 \$12,048.00	Delivery <u>ARO</u> 30-90 days	Districts All	Coop Yes		
item #13B - 6' Cutterbar	(Sicklebar) - PTO Dri	ven						
Vendor	Make/Model	Base Price	Option 1	Delivery <u>ARO</u>	Districts	Coop		
NA								
item #14A - 7' Cutterbar	(Sicklebar) - Hydraul	ic		Delivery				
Vendor	<u>Make/Model</u>	Base Price	Option 1	ARO	Districts	Coop		
NA								
Item #14B - 7' Cutterbar	(Sicklebar) - PTO Dri	iven		Delivery				
Vendor	Make/Model	Base Price	Option 1	ARO	Districts	Coop		
NA								

.



## Missouri Department of Transportation Bid Tabulation of Request 3-070524 - Mowers - All Types Multiple Award Bid

	VENDOR INFOR	<u>MATION</u>			
Name:	Tiger Corporation		Name:	Hall Manufacturing , Inc.	
Contact name:	Chad Johnson		Contact name:	Darren Sanderson	
Address Line:	3301 N. Louise Avenue		Address Line:	P.O. Box 5638, 3706 E. Washington A	wo.
-					WE.
Address Line:	Sioux Falls, SD 57107		Address Line:	North Little Rock, AR 72119	
Telephone #:	605-731-0407		Telephone #:	501-945-7550	
Email:	cjohnson@tiger-mowers.com		Email:	dsanderson@bush-whacker.com	
	MSRP Discount	0%		MSRP Discount	30%
ltem #2			Item #8		
Option 1	Two spool valve	\$1,900.00	Option 1	Offset Adapter	\$404.25
Option 2	TM60 parts kit	\$200.00	Option 2	Double chains, front and rear	\$166.88
Option 3	Mounting	\$2,800.00	-		
Option 4	PDI, oil, Dealer intalled options	\$1,250.00	Item #9		
Option 5	Caster wheel assembly	\$871.20	Option 1	Offset Adapter	\$404.25
	,		Option 2	Double chains, front and rear	\$220.23
ltem #3			option 2		¥220.20
Option 1	Two spool valve	\$1,900.00	Item #10		
Option 2	TSR-60 parts kit	\$200.00	Option 1	Double curtain chain, front and rear	\$272.63
	1	\$1,250.00	Option 2	Offset Adapter	\$404.25
Option 3	PDI, oil, Dealer installed options	φ1,230.00	Option 2	Olisei Adaptei	<b>Φ404.2</b> 5
item #4					
Option 1	Two spool valve	\$1,900.00	Name:	Murphy Tractor	
Option 2	TM-72C parts kit	\$200.00	Contact name:	Jim Levy	
( n 3	PDI, oil, Dealer installed options	\$1,250.00	Address Line:	1601 N. Corrington	
			Address Line:	Kansas City, MO 64120	
ltem #6			Telephone #:	816-483-5000	
Option 2	Two spool valve & hoses	\$1,900.00	Email:	jlevy@murphytractor.com	
Option 3	TSF-63C standard duty	\$11,572.00			
Option 4	Parts kit, blades, & bolts	\$600.00		MSRP Discount	0%
ltem #7			ltem #2		
Option 2	Two spool valve & hoses	\$1,900.00	Option 1	Two spool valve	\$1, <b>4</b> 31.70
Option 3	Parts kit (blades, bolts, nuts, filter)	\$660.00	Option 2	Combo draft beam for 4x4	\$412.00
Option 5	Tants Kit (blades, boits, hitts, hiter)	φ000.00	Option 3		\$257.50
ltem #15			Option 3	Pump guard	φ207.0U
Option 3	48" saw blade	\$4,062.00	Item #4		
					\$1 404 70
Option 4	Ditcher attachment	\$7,500.00 \$5,485,50	Option 1	Two spool valve	\$1,431.70
Option 5	Joystick	\$5,485.50	Option 2	Combo draft beam for 4x4	\$412.00
Option 6	Rear Stow	\$2,750.00	Option 3	Pump guard	\$257.50
Option 7	PDI dealer installed options	\$1,250.00			
Option 8	LRS (Legal Rear Stow)	\$8,500.00			
Option 9	Wheel Spacers	\$800.00			
			Item #6		
ltem #16			Option 2	Two spool valve	\$1,431.70
Option 3	Ditcher attachment	\$7,500.00	Option 3	Pump guard	\$257.50
Option 4	Saw blade	\$4,062.00			
Option 5	Joystick	\$5,485.50	ltem #7		
Option 6	Rear Stow	\$2,750.00	Option 2	Two spool valve	\$1,431.70
Option 7	PDI dealer installed options	\$1,250.00	Option 3	Pump guard	\$257.50
Option 8	LRS (Legal Rear Stow)	\$8,500.00	- F		+_2
Option 9	Wheel Spacers	\$800.00			
00000		ψ000.00			
ltem #17			ltem #15		
0 חר‴ ־0	XB-30' boom	\$4,939.00	Option 3	Joystick control	\$5,665.00
( 14	25' Standard boom 60 or 50	\$33,700.00			

Option 5	PDI dealer installed options	\$1,250.00			
Name:	Woody's Municipal Supply		Item #16 Option 3	Joystick control	\$5,665.00
Contact name: ess Line: ress Line: Telephone #: Email:	Steve Stahlhut P.O. Box 432, 3979 Blackburn Rd. Edwardsville, IL 62025 800-223-2466 stahl@wildblue.net		Item #17 Option 3	Joystick control	\$5,665.00
Linaii.	MSRP Discount	0%	Name: Contact name: Address Line:	Kut Kwick Corporation Stephen Johnson 1927 New Castle St.	
Item #2 Option 1 Option 2	Two spool valve Combo draft beam for 4x4 tractor	\$1,431.00 \$412.00	Address Line: Telephone #: Email:	Brunswick, GA 31520 912-265-1630 sjohnson@kutkwick.com	
Option 3	Pump Guard	\$257.00		MSRP Discount	0%
Item #4 Option 1 Option 2 Option 3	Two spool valve Combo draft beam for 4x4 tractors Pump Guard	\$1,431.00 \$412.00 \$257.00	Name: Contact name:	John Deere Company Phil Minard	
Item #6 Option 2 Option 3	Two spool valve Pump Guard	\$1,431.00 \$412.00	Address Line: Address Line: Telephone #: Email:	2000 John Deere Run Cary, NC 27513 919-804-2245 minardphill@johndeere.com	
item #7		<b>•</b> ••• <b>•</b> ••		MSRP Discount	28%
Option 2	Two spool valve	\$1,431.00		MSKF Discount	20 /6
Option 3	Pump Guard	\$257.00	Item #22 Option 4	JD MX10 Semi-mount hitch	\$731.52
Item #15	Invetick Central	\$5,500.00	ltem #23	JD HX15	
Option 3 Option 4 Option 5	Joystick Control Rear cradle Ditcher attachment	\$3,500.00 \$2,800.00 \$7,500.00	Option 3	1000 RPM PTO	\$0.00
-		<b>•</b> •••••••••	ltem #23	JD CX15	<b>*</b> *
<b>ולירית #16</b> אר 3	Joystick Control	\$5,500.00	Option 3 Option 4	1000 RPM PTO 10 Foot Model	\$0.00 \$2,185.20
Option 4	Rear cradle	\$2,800.00	Option 4	i di l'oct model	φ2,100.20
Option 5	Ditcher attachment	\$7,500.00	Item #24 Option 2	JD HX20 1000 RPM PTO	\$0.00
ltem #17			Option 2		ψ0.00
Option 3	Joystick Control	\$5,500.00			
Option 4 Option 5	Rear cradle Ditcher attachment	\$2,800.00 \$7,500.00			
Name: Contact name: Address Line: Address Line: Telephone #: Email:	Hirsch Feed and Farm Supply Inc. Glen Johnson Old Hwy. 63 South, P.O. Box 196 Thayer, MO 65791 417-264-7616 glenjohnson@nitropet.com				
	MSRP Discount	25%			
Name: Contact name: Address Line: Address Line: Telephone #: Email:	Alamo Sales Corporation Jamie Wagner 1502 E. Walnut St. Seguin, TX 78155 830-372-9517 jwilson@alamo-industrial.com				

**MSRP** Discount

10%

*Missouri Department of Transportation* 



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

#### **BID NOTIFICATION PAGE**

#### **Bid Coordinator/Contact**

May 3, 2007

Reva Jones General Services Specialist Missouri Department of Transportation P.O. Box 270, 1320 Creek Trail Drive Jefferson City, MO 65102 PHONE: (573) 526-2744 FAX: (573) 522-1149 Reva.jones @modot.mo.gov

#### **Bid Number**

MoDOT has assigned the following bid identification number – it should be referenced in all communications regarding the bid. Bid 3-070524.

#### **Bid Deadline**

All bids must be submitted no later than May 24, 2007, 2:00 P.M. (CST) and per the terms and conditions of this bid.

MoDOT is currently seeking bids from qualified bidders whom can provide mowers to our ten (10) districts. If you would like information on the bid request, please log on to our website, <u>www.modot.mo.gov</u> and follow the below procedures:

- At MoDOT's website, click the **Bidding Opportunities** link on the right-hand side of the screen, and click on **Fleet**.
- This will bring up a page entitled, "Doing Business with MoDOT General Services." Scroll to the bottom of the screen and click on "Equipment Bidding Opportunities."
- This will bring up a page entitled, "Bid Items Listing Index Page," select the mowers link to download the bid documents for bid number 3-070524.

# \*\*\*NOTE: It is the responsibility of the Bidder to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of this Bid Process.

If you do not have access to the Internet, you may obtain a copy of the bid request by calling 573-526-2744, or e-mailing reva.jones@modot.mo.gov and requesting a copy be mailed to you. This document constitutes a bid, and solicits competitive sealed bids from qualified bidders to provide mowers. The issuance in no way constitutes a commitment to award a contract or to pay any costs incurred in preparation of a response to this request.

*Missouri Department of Transportation* 



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

May 7, 2007

Addendum to Bid Request 3-070524 – Mowers Addendum 3-070524-01

#### The information below was inadvertently left off the line item sheets of the bid documents.

Please indicate with an 'X' the districts (see page 34) for which you are bidding:

District 1	District 2	District 3	District 4	District 5
District 6	District 7	District 8	District 9	District 10

#### All Districts \_\_\_\_\_

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

Sincerely,

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



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

May 11, 2007

Addendum to Bid Request 3-070524 – Mowers Addendum 3-070524-02

The line item below has been added to the bid documents.

#### Item #24

(20' or 240") Rear mount, contoured double deck design commercial-duty rotary mower (or approved equivalent), meeting the attached MoDOT specification, to any District in the State of Missouri.

MAKE/MODEL

#### **OPTIONS**

OPTION	DESCRIPTION	Price
	Please list any vendor-recommended options relevant to this operation. Use additional sheets if necessary.	
<b>Option 1</b>		(Deduct)
	Puncture proof laminate tires	
Option 2		
Option 3		
Option 4		,
Option 5		

#### (Unit price and delivery):

Price of one (1) unit and delivered to any District Garage in the State of Missouri (FOB), see page 35.

EACH \$

#### (Unit price with mounting and delivery):

One (1) unit mounted to a provided agricultural tractor and delivered to any District Garage in the State of Missouri (FOB), see page 35.

EACH \$\_\_\_\_\_

#### Please indicate with an 'X' the districts (see page 35) for which you are bidding:

District 1	District 2	District 3	District 4	District 5
District 6	District 7	District 8	District 9	District 10

All Districts \_\_\_\_\_

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

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

Sincerely,

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



May 3, 2007

To: Equipment Dealers/Manufacturers

Dear Sir or Madam:

The Missouri Department of Transportation (MoDOT) is in the process of soliciting competitive bids for all types of mowers. Bids should be mailed to General Services-Fleet, P.O. Box 270, Jefferson City, MO 65102 and will be opened on May 24, 2007 at 2:00 p.m. Please note the enclosed Terms and Conditions that contain all "boiler plate" information and special notes.

Pre-approved equivalents and any deviations to the specifications must be submitted for review by May 16, 2007. They will not be accepted as part of the bid if not received by this date.

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

Thank you.

Reva Jones General Services Specialist



## **NOTIFICATION**

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



## PRICING SHEETS

Missouri Department of Transportation General Services Division Jefferson City, Missouri

The purpose of this document is to solicit competitive sealed bids from bidders for the purchase of various types of mowers for the ten district offices (see page 35) in accordance with the requirements stated herein.

#### This bid document shall replace all mower contracts that are currently in place.

Bid prices should be firm for purchase until **June 1, 2008**. Three (3) one-year extensions are available upon mutual consideration by Missouri Department of Transportation and the successful bidder. Allowance for inflation increases will be considered at the time of offer of these extensions.

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

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

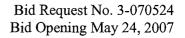
Warranty information beyond the Missouri Department of Transportation's requirement must be submitted with your bid.

The vendor shall demonstrate to the District prior to acceptance by the District, that the equipment delivered complies fully with the enclosed specifications.

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

#### **BID AWARD CRITERIA**

This is a <u>Multiple Award bid</u> and there will be <u>no</u> '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 mowers. This bid will <u>not</u> be awarded solely based on low price per delivery destination. You should indicate on the bid sheets which Districts you would like to provide services to in order for your bid to be considered. Units must be delivered to the listed delivery destinations but they will have to be serviced at other locations within the district.





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

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



Item # 1

Slope Mower, meeting the MoDOT specification below, to any District in the State of Missouri.

(MAKE & MODEL) \_\_\_\_\_\_

Price \$ \_\_\_\_\_

#### Any additional options must be listed on a separate page on company letterhead.

#### **Minimum Specifications:**

30 hp diesel engine, water-cooled, capable of slope mowing; Electric start with 12 volt system and alternator for charging; Hour meter and deluxe gauge package required; Minimum 11 gallon fuel tank; Dual hydraulic drive steering preferred (skid steer effect) with independently controlled hand levers; Zero (0) turning radius preferred but not mandatory; Super heavy duty construction, out front rotary type mower, minimum 72" cut, 2-6" cutting height, rear discharge, capable of mowing 30-40 degree slopes; Blades shall be of heat treated alloy steel; Shall have automatic safety switch to kill PTO drive and engine when operator is removed from machine; Each unit shall be equipped with a heavy duty steel ANSI certified ROPS with canopy and seatbelt for safety assurance of operator protection; Warning light kit (rotary or LED) required on top of roll bar; Unit or seat shall be of self leveling type with adjustable suspension seat up to 30 degrees capable of handling operator weight of 100 to 265 lbs; Mower must be operationally tested and shipped fully assembled.

Agricultural turf type tires required, capable of mowing highway roadside and landscape, Serviceable dealers must be located within the State of Missouri.

For bids to be considered, turning radius, drive/steering system	, blade assembly type and slope degree
rating must be listed below:	

Any deviation from these specifications must be indicated for review, or else bid will be non-responsive.

Please indicate with an 'X' the districts (see page 35) for which you are bidding:

District 1	District 2	District 3	District 4	District 5
District 6	District 7	District 8	District 9	District 10

All Districts



<u>Item #2</u>

60"(5 foot) Right Side Mount Rotary Mower. <u>Acceptable makes and models:</u> <u>Tiger TM-60C, Alamo</u> 60" Versa Side Mount and any approved equivalent, complete with all standard equipment and meeting the Missouri Department of Transportation <u>Specification E697</u>.

One (1) new latest production (MAKE & MODEL) \_\_\_\_\_\_60" (5 foot) right side mount rotary mower complete with all standard equipment and meeting the Missouri Department of Transportation <u>Specification E697</u>.

## Two separate prices required:

## First Price, (Unit price and delivery):

• Price of one (1) unit and delivered to any District Garage in the State of Missouri (FOB), see page 35

EACH \$\_\_\_\_\_

## Second Price, (Unit price with mounting and delivery):

- One (1) unit mounted to a provided agricultural tractor
- Delivered to any District Garage in the State of Missouri (FOB), see page 35

EACH \$\_\_\_\_\_

#### Options:

1)	\$
2)	\$
3)	\$

Please indicate with an 'X' the districts (see page 35) for which you are bidding:

District 1	District 2	District 3	District 4	District 5
District 6	District 7	District 8	District 9	District 10

All Districts \_\_\_\_\_



#### <u>Item #3</u>

# 60"(5 foot) Right Side Mount Rotary Mower with double deck design. <u>Acceptable makes and</u> <u>models:</u> <u>Tiger TSR-60C and any approved equivalent</u>, complete with all standard equipment and meeting the Missouri Department of Transportation <u>Specification E696</u>.

One (1) new latest production (MAKE & MODEL) 60" (5 foot) right side mount rotary mower, double deck design, complete with all standard equipment and meeting the Missouri Department of Transportation <u>Specification E696</u>.

#### Two separate prices required:

#### First Price, (Unit price and delivery):

• Price of one (1) unit and delivered to any District Garage in the State of Missouri (FOB), see page 35

EACH \$\_\_\_\_\_

#### Second Price, (Unit price with mounting and delivery):

- One (1) unit mounted to a provided agricultural tractor
- Delivered to any District Garage in the State of Missouri (FOB), see page 35

EACH \$\_\_\_\_\_

<u>Options</u>:

1)	\$
2)	\$
3)	\$

#### Please indicate with an 'X' the districts (see page 35) for which you are bidding:

District 1	District 2	District 3	District 4	District 5
District 6	District 7	District 8	District 9	District 10

All Districts



#### <u>Item #4</u>

72"(6 foot) Right Side Mount Rotary Mower. <u>Acceptable makes and models:</u> <u>Tiger TM-72C, Alamo 72</u>" <u>Versa Side Mount and any approved equivalent</u>, complete with all standard equipment and meeting the Missouri Department of Transportation <u>Specification E698</u>.

One (1) new latest production (MAKE & MODEL) 72" (6 foot) right side mount rotary.

#### Two separate prices required:

#### First Price, (Unit price and delivery):

• Price of one (1) unit and delivered to any District Garage in the State of Missouri (FOB), see page 35

EACH \$\_\_\_\_\_

## Second Price, (Unit price with mounting and delivery):

- One (1) unit mounted to a provided agricultural tractor
- Delivered to any District Garage in the State of Missouri (FOB), see page 35

EACH \$\_\_\_\_\_

#### Options:

1)	 \$
2)	\$
3)	\$

Please indicate with an 'X' the districts (see page 35) for which you are bidding:

 District 1
 District 2
 District 3
 District 4
 District 5

 District 6
 District 7
 District 8
 District 9
 District 10

All Districts \_\_\_\_



<u>Item #5</u>

60" Rear Boom Right Side Mount Rotary Mower. <u>Acceptable makes and models</u>: <u>Bush Hog SM60</u>, <u>Rhino DB150 and any approved equivalent</u>, complete with all standard equipment meeting the attached specifications.

One (1) new latest production (MAKE & MODEL) \_\_\_\_\_\_ 60" Rear boom right side mount rotary.

## Two separate prices required:

## First Price, (Unit price and delivery):

• Price of one (1) unit and delivered to any District Garage in the State of Missouri (FOB), see page 35

EACH \$\_\_\_\_\_

## Second Price, (Unit price with mounting and delivery):

- One (1) unit mounted to a provided agricultural tractor
- Delivered to any District Garage in the State of Missouri (FOB), see page 35

EACH \$\_\_\_\_\_

#### Options:

1)	\$
2)	\$
3)	\$

Please indicate with an 'X' the districts (see page 35) for which you are bidding:

District 1	District 2	District 3	District 4	District 5
District 6	District 7	District 8	District 9	District 10

All Districts \_\_\_\_\_



#### <u>Item #6</u>

### 60"(5 foot) Right Side Flail Mower. <u>Acceptable makes and models:</u> <u>Tiger TSF-60C, Alamo 60" Versa</u> <u>Flail and approved equivalent</u>, complete with all standard equipment and meeting the Missouri Department of Transportation Specification below.

One (1) new latest production (MAKE & MODEL) \_\_\_\_\_\_60" (5 foot) right side mount flail mower complete with all manufactured standard equipment.

#### Two separate prices required:

#### First Price, (Unit price and delivery):

• Price of one (1) unit and delivered to any District Garage in the State of Missouri (FOB), see page 35

EACH \$\_\_\_\_\_

#### Second Price, (Unit price with mounting and delivery):

- One (1) unit mounted to a provided agricultural tractor
- Delivered to any District Garage in the State of Missouri (FOB), see page 35

	EACH \$
<u>Options</u> :	
1) Smooth knives	\$
2)	\$
3)	\$

#### **Minimum Specifications**

Mid-mount located between front and rear wheels of tractor with left side reservoir tank minimum of 60 gallon, acting as counter balance; Frame shall be capable of interchanging with a boom, side-mount mower, and side-mount ditcher; minimum 10 gauge deck, side plates shall be minimum ½" thick inboard and 5/16" thick outboard; front and rear deflectors required; Full length replaceable skid shoes; Cuttershaft shall be balanced, minimum 4 ½" tube, mounting shall provide anti-jamming seal, bearings shall be greaseable, sealed and self aligning; Lift and tilt cylinder shall be single acting; Hydraulically driven side mower of steel gear type, hydraulics shall be open loop system; Knives shall be of coarse cut type, reversible and self-cleaning, heated treated; Roller shall be a minimum 6" in diameter bearing type, sealed, greaseable and self aligning; Cutting height shall be ½" to 5" capable of cutting vertically and horizontally; Must have serviceable dealers in the state of Missouri.

#### Any deviations to these specifications must be noted on a separate sheet of paper.

Please indicate with an 'X' the districts (see page 35) for which you are bidding:

District 1	District 2	District 3	District 4	District 5
District 6	District 7	District 8	District 9	District 10

All Districts \_\_\_\_\_



#### <u>Item #7</u>

# 72"(6 foot) Right Side Flail Mower. <u>Acceptable makes and models</u>: Tiger TSF-75C, Alamo 74" Versa Flail and any approved equivalent, complete with all standard equipment and meeting the Missouri Department of Transportation Specification below.

One (1) new latest production (MAKE & MODEL) 72" (6 foot) right side mount flail mower complete with all manufactured standard equipment.

#### Two separate prices required:

#### First Price, (Unit price and delivery):

• Price of one (1) unit and delivered to any District Garage in the State of Missouri (FOB), see page 35

EACH \$\_\_\_\_\_

#### Second Price, (Unit price with mounting and delivery):

- One (1) unit mounted to a provided agricultural tractor
- Delivered to any District Garage in the State of Missouri (FOB), see page 35

EACH \$\_\_\_\_\_

#### **Options**:

1) Smooth knives	\$
2)	\$
3)	\$

#### **Minimum Specifications**

Mid-mount located between front and rear wheels of tractor with left side reservoir tank minimum of 60 gallon, acting as counter balance; Frame shall be capable of interchanging with a boom, side-mount mower, and side-mount ditcher; minimum 10 gauge deck, side plates shall be minimum ½" thick inboard and 5/16" thick outboard; front and rear deflectors required; Full length replaceable skid shoes; Cuttershaft shall be balanced, minimum 4 ½" tube, mounting shall provide anti-jamming seal, bearings shall be greaseable, sealed and self aligning; Lift and tilt cylinder shall be single acting; Hydraulically driven side mower of steel gear type, hydraulics shall be open loop system; Knives shall be of coarse cut type, reversible and self-cleaning, heated treated; Roller shall be a minimum 6" in diameter bearing type, sealed, greaseable and self aligning; Cutting height shall be ½" to 5" capable of cutting vertically and horizontally; Must have serviceable dealers in the state of Missouri.

Any deviations to these specifications must be noted on a separate sheet of paper.

Please indicate with an 'X' the districts (see page 35) for which you are bidding:

District 1	District 2	District 3	District 4	District 5
District 6	District 7	District 8	District 9	District 10

All Districts \_\_\_\_\_



<u>Item #8</u>

#### **Six-Foot Rotary Mowers**

New (MAKE & MODEL)\_\_\_\_\_\_6' Cut Rotary Mowers, complete with all standard equipment and meeting the attached Missouri Department of Transportation <u>Specification E686</u>.

Unit Base Price \$\_\_\_\_\_

## Options:

1)	\$
2)	\$
3)	\$

Please indicate with an 'X' the districts (see page 35) for which you are bidding:

District 1	District 2	District 3	District 4	District 5
District 6	District 7	District 8	District 9	District 10

All Districts



<u>Item #9</u>

#### Seven-Foot, Rotary Mower

New (MAKE & MODEL) 7' Cut Rotary Mowers, complete with all standard equipment and meeting the attached Missouri Department of Transportation Specification E687.

Unit Base Price \$\_\_\_\_\_

#### Options:

1)	\$
2)	\$
3)	\$

Please indicate with an 'X' the districts (see page 35) for which you are bidding:

District 1	District 2	District 3	District 4	District 5
District 6	District 7	District 8	District 9	District 10

All Districts \_\_\_\_\_



### <u>Item #10</u>

#### **Eight-Foot Rotary Mower**

New (MAKE & MODEL)\_\_\_\_\_\_8' Cut Rotary Mowers, complete with all standard equipment and meeting the attached Missouri Department of Transportation <u>Specification E694</u>.

Unit Base Price \$\_\_\_\_\_

## Options:

1)	\$
2)	\$
3)	\$

Please indicate with an 'X' the districts (see page 35) for which you are bidding:

۱

District 1	District 2	District 3	District 4	District 5
District 6	District 7	District 8	District 9	District 10

All Districts \_\_\_\_\_



<u>Item #11</u>

#### Fifteen-Foot, Three Section Rotary Mower

New (MAKE & MODEL)\_\_\_\_\_\_15' Cut Three Section Rotary Mowers, complete with all standard equipment and meeting the attached Missouri Department of Transportation **Specification #E700**.

Unit Base Price \$\_\_\_\_\_

## **OPTIONAL EQUIPMENT PRICE**

Indicate the additional cost or deduction for the options listed below. The Department may purchase a limited number of units with this option. All of the units ordered with any of the listed options must meet the attached specifications with the exception of the options specified on the purchase orders.

Option 1. - Pneumatic aircraft take off tires, minimum 18 ply with new rib retread cap (in lieu of laminated tires).

EACH \$\_\_\_\_\_

Option 2. - Main deck suspension shall be a walking beam type rear tire suspension. It will be designed to reduce scalping when entering approaches and to keep the mower deck from excess wear from dropping into ruts. The walking axles will be positioned as far forward as possible to best control cutter height over uneven grounds. The walking beam is limited in oscillation so that one wheel would be on high ground most of the time (in lieu of the standard wheel design that was specified).

EACH \$\_\_\_\_\_

Option 3. - Bondioli driveline components to include driveshafts, clutches and gear boxes (in lieu of the driveline components in the specification). Three year warranty.

EACH \$\_\_\_\_\_

Please indicate with an 'X' the districts (see page 35) for which you are bidding:

 District 1 \_\_\_\_\_
 District 2 \_\_\_\_\_
 District 3 \_\_\_\_\_
 District 4 \_\_\_\_\_
 District 5 \_\_\_\_\_

 District 6 \_\_\_\_\_
 District 7 \_\_\_\_\_
 District 8 \_\_\_\_\_
 District 9 \_\_\_\_\_
 District 10 \_\_\_\_\_

All Districts \_\_\_\_\_



<u>Item #12</u>

Mid-Mount Sicklebar and Boom Mower(s) for attachment to agricultural tractors.

## <u>ITEM #12a</u>

Outright purchase of one (1) new <u>hydraulic</u> 5' foot Cutterbar (Sicklebar), complete and ready for use with any manufactured approved agricultural tractor, 40-70 hp. Bid items shall be one the listed models: Alamo Switch Blade SB5 or Bush-Whacker S-5 or pre-approved equivalent.

Please indicate make and model:	
Unit price: \$	
Option 1) Mounting/delivery price on a provided	agricultural tractor: \$
Option 2)	\$

#### ITEM #12b

Outright purchase of one (1) new <u>PTO driven</u> 5' foot Cutterbar (Sicklebar), complete and ready for use with any manufactured approved agricultural tractor, 40-70 hp. Bid items shall be one the listed models: Bush-Whacker S-5 or pre-approved equivalent.

Please indica	ite make and moo	lel:		
Unit price: \$				
Option 1) M	lounting/delivery	price on a provid	led agricultural t	ractor: \$
Option 2)		:	\$	
Please indica	te with an 'X' the	e districts (see pa	ge 35) for which y	you are bidding:
District 1	District 2	District 3	District 4	District 5
District 6	District 7	District 8	District 9	District 5 District 10
All Districts				
Delivery will	be made approxi	mately	days after rec	eipt of order.
		]	Page 16 of 39	



#### <u>ITEM #13a</u>

Outright purchase of one (1) new <u>hydraulic</u> 6' foot Cutterbar (Sicklebar), complete and ready for use with any manufactured approved agricultural tractor, 40-70 hp. Bid items shall be one the listed models: Alamo Switch Blade SB6, Bush-Whacker S-6 or pre-approved equivalent.

Please indicate make and model:	
Unit price: \$	
Option 1) Mounting/delivery price on a provided agricultura	ll tractor: \$
Option 2)	\$

#### <u>ITEM #13b</u>

Outright purchase of one (1) new <u>PTO driven</u> 6' foot Cutterbar (Sicklebar), complete and ready for use with any manufactured approved agricultural tractor, 40-70 hp. Bid items shall be one the listed models: Bush-Whacker S-6 or pre-approved equivalent.

ption 1) Mounting/delive	ry price on a provid	ed agricultural t	ractor: \$
puon 1) mounting/denve	ly price on a provid	eu agricultural t	
option 2)		S	
ease indicate with an 'X'	the districts (see pag	ge 35) for which y	you are bidding:
lease indicate with an 'X' istrict 1 District 2 _		•	
ease indicate with an 'X' strict 1 District 2 _ strict 6 District 7 _		•	



### <u>ITEM #14a</u>

Outright purchase of one (1) new <u>hydraulic</u> 7' foot Cutterbar (Sicklebar), complete and ready for use with any manufactured approved agricultural tractor, 40-70 hp. Bid items shall be one the listed models: Bush-Whacker S-7 or pre-approved equivalent.

Please indicate make and model:	
Unit price: \$	
Option 1) Mounting/delivery price on a provided agric	ultural tractor: \$
Option 2)	\$

#### <u>ITEM #14b</u>

Outright purchase of one (1) new <u>PTO driven</u> 7' foot Cutterbar (Sicklebar), complete and ready for use with any manufactured approved agricultural tractor, 40-70 hp. Bid items shall be one the listed models: Bush-Whacker S-7 or pre-approved equivalent.

Please indicate make and model: \_\_\_\_\_\_

Unit price: \$\_\_\_\_\_

Option 1) Mounting/delivery price on a provided agricultural tractor: \$\_\_\_\_\_

Option 2)	
-----------	--

\$\_\_\_\_\_

Please indicate with an 'X' the districts (see page 35) for which you are bidding:

 District 1
 District 2
 District 3
 District 4
 District 5

 District 6
 District 7
 District 8
 District 9
 District 10

All Districts \_\_\_\_\_



# <u>ITEM #15</u>

Outright purchase of one (1) new <u>mid-mount Boom Mower</u> attachment complete and ready for use with any manufactured approved agricultural tractor, 85-115 hp. Bid items shall be one of the listed models that have a minimum boom reach of 20' feet: Tiger TRB, Alamo Versa Boom (VB20), Alamo Machete MB21, Diamond DB20 or pre-approved equivalent.

Please indicate make and model:	
50" Rotary Cutter	60" Rotary Cutter
Unit price: \$	Unit price: \$
Option Pricing	
Option 1) Mounting/delivery price on a provide	ed agricultural tractor: \$
Option 2) Left side counter weight:	\$
Option 3) \$	
Please indicate with an 'X' the districts (see pag	e 35) for which you are bidding:
District 1 District 2 District 3	District 4 District 5
District 6 District 7 District 8	District 9 District 10

All Districts \_\_\_\_\_



# <u>ITEM #16</u>

Outright purchase of one (1) new <u>mid-mount Boom Mower</u> attachment complete and ready for use with any manufactured approved agricultural tractor, 85-115 hp. Bid items shall be one of the listed models that have a minimum boom reach of 23' feet: Tiger TRB (23' reach), Alamo Versa Boom (VB23), Alamo Machete MB23, Diamond DB-23 or pre-approved equivalent.

r lease muica	te make and mod	lel:		
	50" Rotary Cutte	er	<u>60" Ro</u>	tary Cutter
Unit price: \$_			Unit price: \$	
Option Pricin	lg			
Option 1) M	ounting/delivery	price on a provid	led agricultural t	ractor: \$
Option 1) Mil	and g achiever j			
_	ft side counter we		\$	
Option 2) Le	ft side counter wo	eight:	\$	
Option 2) Le	ft side counter wo	eight: \$		
Option 2) Le Option 3) Please indicat	ft side counter we	eight: \$ districts (see pag	ge 35) for which y	



# <u>ITEM #17</u>

Outright purchase of one (1) new <u>mid-mount Boom Mower</u> attachment complete and ready for use with any manufactured approved agricultural tractor, 85-115 hp. Bid items shall be one of the listed models that have a minimum boom reach of 25' feet: Tiger SRB (25' reach), Diamond DB25 or pre-approved equivalent.

Please ind	licate make and mode	el:			
	50" Rotary Cutte	<u>r</u>	<u>60" Rot</u>	ary Cutter	
Unit price	:: \$		Unit price: \$		
Option Pr	icing				
Option 1)	Mounting/delivery p	orice on a provid	ed agricultural t	ractor: \$	
Option 2)	Left side counter we	ight:	\$		
Option 3)		\$			
Please ind	icate with an 'X' the	districts (see pag	e 35) for which y	you are bidding:	
District 1	District 2	District 3	District 4	District 5	
District 6	District 7	District 8	District 9	District 5 District 10	
All Distric	ts				



# <u>Item #18</u>

Schulte XH1500 15' cut tree section rotary mower. Item shall meet the attached Missouri Department of Transportation Minimum Specification E683.

Unit Pr	ice (EACH) \$
<b>Options</b>	
Option 1.	Pneumatic aircraft take off-tires minimum 18 ply with new rib retread cap (in lieu of laminated tires)
	Total \$
Option 2.	Equal Angle Hitch (540 RPM) non CV Drive with built in precision type hitch. In Lieu of 80 degree CV drive. Comes with Weasler u-joint shaft requiring greasing every 40 hours
	If, yes please check here and initial. This kit is a N/C in Lieu of the standard CV drive and therefore the districts would just have to specify if they want it.
Option 3.	Right hand wing-walking axle kit with laminated tires. Part # C301-260
	Total \$
Option 4.	Left Hand wing-walking axle kit with laminated tires. Part # C301-265
	Total \$
Option 5.	Right hand wing walking axle kit with 18 ply recapped aircraft tires. Part # C301-281
	Total\$
Option 6.	Left hand wing walking axle kit with 18 ply recapped aircraft tires. Part # C301-286
	Total\$
Option 7.	Precision Hitch (available on CV Drive standard unit only) Part # C000-300
	Total \$
Please indic	cate with an 'X' the districts (see page 35) for which you are bidding:
District 1 _ District 6 _	District 2       District 3       District 4       District 5         District 7       District 8       District 9       District 10
All District	S
Delivery	y will be made approximately days after receipt of order. Page 22 of 39



## <u>Item #19</u>

6 Foot (72") Rear mount, contoured double deck design heavy-duty rotary mower (or approved equivalent), meeting the attached MoDOT specification, to any District in the State of Missouri.

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

# **OPTIONS**

OPTION	DESCRIPTION	Price
	Please list any vendor-recommended options relevant to this operation. Use additional sheets if necessary.	
Option 1		
Option 2		
Option 3		
Option 4		
Option 5		

# (Unit price and delivery):

Price of one (1) unit and delivered to any District Garage in the State of Missouri (FOB), see page 35.

EACH \$\_\_\_\_\_

## (Unit price with mounting and delivery):

One (1) unit mounted to a provided agricultural tractor and delivered to any District Garage in the State of Missouri (FOB), see page 35.

EACH \$\_\_\_\_\_

Please indicate with an 'X' the districts (see page 35) for which you are bidding:

 District 1
 District 2
 District 3
 District 4
 District 5

 District 6
 District 7
 District 8
 District 9
 District 10

All Districts \_\_\_\_\_



## <u>Item #20</u>

7 Foot (84") Rear mount, contoured double deck design heavy-duty rotary mower (or approved equivalent), meeting the attached MoDOT specification, to any District in the State of Missouri.

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

# **OPTIONS**

OPTION	DESCRIPTION	Price
	Please list any vendor-recommended options relevant to this operation. Use additional sheets if necessary.	
Option 1		
Option 2		
Option 3		
Option 4		
Option 5		

# (Unit price and delivery):

Price of one (1) unit and delivered to any District Garage in the State of Missouri (FOB), see page 35.

EACH \$\_\_\_\_\_

# (Unit price with mounting and delivery):

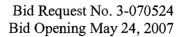
One (1) unit mounted to a provided agricultural tractor and delivered to any District Garage in the State of Missouri (FOB), see page 35.

EACH \$\_\_\_\_\_

Please indicate with an 'X' the districts (see page 35) for which you are bidding:

District 1District 2District 3District 4District 5District 6District 7District 8District 9District 10

All Districts





## <u>Item #21</u>

8 Foot (96") Rear mount, contoured double deck design heavy-duty rotary mower (or approved equivalent), meeting the attached MoDOT specification, to any District in the State of Missouri.

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

# **OPTIONS**

OPTION	DESCRIPTION	Price
-	Please list any vendor-recommended options relevant to this operation. Use additional sheets if necessary.	-
Option 1		
	Lift type hitch	(Deduct)
Option 2		
	Pull type hitch	(Deduct)
Option 3		
	Puncture proof laminate tires	(Deduct)
Option 4		
Option 5		

## (Unit price and delivery):

Price of one (1) unit and delivered to any District Garage in the State of Missouri (FOB), see page 35.

EACH \$\_\_\_\_\_

## (Unit price with mounting and delivery):

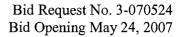
One (1) unit mounted to a provided agricultural tractor and delivered to any District Garage in the State of Missouri (FOB), see page 35.

EACH \$\_\_\_\_\_

Please indicate with an 'X' the districts (see page 35) for which you are bidding:

District 1	District 2	District 3	District 4	District 5
District 6	District 7	District 8	District 9	District 10

All Districts \_\_\_\_\_





# <u>Item #22</u>

(126") Rear mount, contoured double deck design heavy-duty rotary mower (or approved equivalent), meeting the attached MoDOT specification, to any District in the State of Missouri.

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

# **OPTIONS**

OPTION	DESCRIPTION	Price
	Please list any vendor-recommended options relevant to this operation. Use additional sheets if necessary.	
Option 1	Lift type hitch	(Deduct)
Option 2	Pull type hitch	(Deduct)
Option 3	Puncture proof laminate tires	(Deduct)
Option 4		
Option 5		

## (Unit price and delivery):

Price of one (1) unit and delivered to any District Garage in the State of Missouri (FOB), see page 35.

EACH \$\_\_\_\_\_

## (Unit price with mounting and delivery):

One (1) unit mounted to a provided agricultural tractor and delivered to any District Garage in the State of Missouri (FOB), see page 35.

EACH \$\_\_\_\_\_

Please indicate with an 'X' the districts (see page 35) for which you are bidding:

District 1	District 2	District 3	District 4	District 5
District 6	District 7	District 8	District 9	District 10

All Districts \_\_\_\_\_



# <u>Item #23</u>

(180") Rear mount, contoured double deck design commercial-duty rotary mower (or approved equivalent), meeting the attached MoDOT specification, to any District in the State of Missouri.

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

# **OPTIONS**

OPTION	DESCRIPTION	Price
	Please list any vendor-recommended options relevant to this operation. Use additional sheets if necessary.	
Option 1		
	Dual cutting blades	(Deduct)
Option 2		
	Puncture proof laminate tires	(Deduct)
Option 3		
Option 4		
Option 5		

# (Unit price and delivery):

Price of one (1) unit and delivered to any District Garage in the State of Missouri (FOB), see page 35.

EACH \$\_\_\_\_\_

# (Unit price with mounting and delivery):

One (1) unit mounted to a provided agricultural tractor and delivered to any District Garage in the State of Missouri (FOB), see page 35.

EACH \$\_\_\_\_\_

Please indicate with an 'X' the districts (see page 35) for which you are bidding:

 District 1
 District 2
 District 3
 District 4
 District 5

 District 6
 District 7
 District 8
 District 9
 District 10

All Districts \_\_\_\_\_



# <u>Item #24</u>

(20' or 240") Rear mount, contoured double deck design commercial-duty rotary mower (or approved equivalent), meeting the attached MoDOT specification, to any District in the State of Missouri.

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

# **OPTIONS**

OPTION	DESCRIPTION	Price
	Please list any vendor-recommended options relevant to this operation. Use additional sheets if necessary.	
Option 1	Puncture proof laminate tires	(Deduct)
Option 2		
Option 3		
Option 4		
Option 5		

# (Unit price and delivery):

Price of one (1) unit and delivered to any District Garage in the State of Missouri (FOB), see page 35.

EACH \$\_\_\_\_\_

## (Unit price with mounting and delivery):

One (1) unit mounted to a provided agricultural tractor and delivered to any District Garage in the State of Missouri (FOB), see page 35.

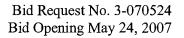
EACH \$\_\_\_\_\_

Please indicate with an 'X' the districts (see page 35) for which you are bidding:

 District 1 \_\_\_\_\_ District 2 \_\_\_\_ District 3 \_\_\_\_ District 4 \_\_\_\_ District 5 \_\_\_\_\_

 District 6 \_\_\_\_\_ District 7 \_\_\_\_ District 8 \_\_\_\_ District 9 \_\_\_\_ District 10 \_\_\_\_\_

All Districts





# Training

All specialty equipment and equipment purchased by MoDOT shall have the minimum vendor training supplied as outlined below:

- a. Training shall take place at each district where equipment is delivered or at an off site location at the vendor's expense. A qualified service technician or mechanic shall conduct the training. Training will be supplied to operators and mechanics of equipment and will cover safe operation and routine/preventive maintenance. The vendor shall supply training within one month of delivery and acceptance. The vendor shall supply all training materials.
- b. Training shall be supplied to MoDOT mechanics by the vendor and will be a minimum1 hour to a maximum of 8 hours contact time per module. The equipment that is purchased will determine how much training is required for that specific type of mower. If more than 8 hours of training is necessary, the districts shall notify the vendor in advance of the scheduled training to setup the additional hours needed. Modules to be covered are electrical, chassis and power train. (also hydraulics if applicable) Warranty coverage(s) will be explained during each of these modules.
- c. Repair manuals shall be supplied in hardcover and CD at a ratio of 2 books and 5 CD's for every five like units. A minimum of 2 hardcover repair manuals will be supplied with any specialty equipment and a CD for each piece.
- d. Operator manuals must be hard copy and supplied with each individual unit.

All vendors shall provide an 800 number for technical assistance, manned during normal working hours (8AM to 5PM)



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

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

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

BIDS TO BE MAILED TO:	FIRM
Missouri Department of Transportation General Services - Fleet P.O. Box 270	STREET
1320 Creek Trail Drive Jefferson City, Missouri 65102	CITY
Clearly marked Bid Request No. 3-070524	STATEZIP
	TELEPHONE
	SIGNATURE
	PRINT NAME
	E-MAIL
	FEIN #



# 3-070524

# NOTICE \* \* \* \* NOTICE \* \* \* \* NOTICE

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

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

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

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

YES\_\_\_\_\_ NO\_\_\_\_\_

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

\$	
φ(Price)	(Location)
Company Name	
Address	
Phone Number	
Signature	
Signature	
Title	
Date	

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



### PREFERENCE IN PURCHASING PRODUCTS

DATE: \_\_\_\_

The bidders attention is directed to Section 35.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

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

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

### FOR CORPORATIONS:

State in which incorporated: \_\_\_\_\_

### FOR OTHERS:

State of domicile: \_\_\_\_\_

### FOR ALL VENDORS:

List address of Missouri offices or places of business:

### THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME:			
ADDRESS:			
СІТҮ:	S	TATE:	ZIP:
BY (signature required):			
Federal Tax I.D. #:	if no Federal Tax I	.D. # - list Se	ocial Security #

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



# MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 35.350 to 35/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 35.355, RsMO, requires the vendor or contractor to certify his compliance with Section 35.353 and, if applicable, Section 35.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 35.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 35.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

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

- [ ] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 35.350, RsMO, check the box at left.
- [ ] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 35.350, RsMO, check the box at left and list the items (or item number) here:
- [ ] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 35.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

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

(attach an additional sheet if necessary)

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



# MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT CONTINUED

### CERTIFICATION

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

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 35.353.3(2), RsMO.



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

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

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

Missouri Department of Transportation District 3 Garage Highway 61 South Hannibal, Missouri 63501 General Services Manager, **Darrell Barnes** 573-248-2590

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

Missouri Department of Transportation District 5 Garage 1511 Missouri Blvd Jefferson City, Missouri 65101 General Services Manager, **Coleen Welter** 573-751-3660

Missouri Department of Transportation General Services Complex 830 MoDOT Drive Jefferson City, Missouri 65101 Mechanic Supervisor, **Kenny Terry** 573-751-8752 Missouri Department of Transportation District 6 Garage 2309 Barrett Station Rd. Ballwin, Missouri 63021 General Services Manager, **Robert Zahner** 314-301-1422

Missouri Department of Transportation District 7 Garage 3901 East 32<sup>nd</sup> Street Joplin, Missouri 64804 General Services Manager, **John Sinclair** 417-629-3220

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

Missouri Department of Transportation District 9 Garage U.S. Rt. 63 N. Willow Springs, Missouri 65587 General Services Manager, **Jacky Traw** 417-469-9041

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

#### STANDARD SOLICITATION PROVISIONS

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

#### GENERAL TERMS AND CONDITIONS

#### General Performance

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

#### **Deliveries**

a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery,. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.

Page 36 of 39 Accepted: 9/29/03 Updated: 11/10/05

- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

#### **Nondiscrimination**

- a. The Bidder/Offeror understands that this project involves state funds and the Bidder/Offeror awarded the contract will be required to comply with the Executive Order 94-03 of the Governor of the State of Missouri dated January 14, 1994. This order stipulates that there shall be no discriminatory employment practices by the Contractor or his subcontractors, if any, based on race, sex, religion, national origin, age, color, disability, or veteran status. The undersigned Contractor or his subcontractors, if any, shall give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements.
- b. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- c. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
  - <u>Sanctions for Noncompliance</u>: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    - withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
    - ii. cancellation, termination or suspension of the contract, in whole or in part.

#### Contract/Purchase Order

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

modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

### Subcontracting

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

### Invoicing and Payment

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

### Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority

Page 37 of 39 Accepted: 9/29/03 Updated: 11/10/05 Certificate from the Secretary of State of the State of Missouri.

- Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

### Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 35 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 35.076 and 35.350 to 35.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
  - If attached, the document entitled <u>"PREFERENCE IN</u> <u>PURCHASING PRODUCTS"</u> should be completed and returned with the solicitation documents.
  - 2) If attached, the document entitled <u>"MISSOURI</u> <u>DOMESTIC PRODUCTS PROCUREMENT ACT</u>" should be completed and returned with the solicitation documents. Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

### **Remedies and Rights**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### Cancellation of Contract

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

cancellation sent to the Contractor.

b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

### **Bankruptcy or Insolvency**

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

#### Inventions, Patents, and Copyrights

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

#### Inspection and Acceptance

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

#### Warranty

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

#### Status of Independent Contractor

a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee

Page 38 of 39 Accepted: 9/29/03 Updated: 11/10/05 insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

#### Indemnification

- The Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement.
- b. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Contractor's performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees.
- c. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

### SPECIAL TERMS AND CONDITIONS

#### Insurance

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

### **Required Specifications**

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

#### Information and Reports

- Submit descriptive literature and specifications showing exact equipment you propose to furnish.
- b. A complete list or catalog describing all available training materials related to the items you are bidding must be included in your bid.

#### Award

This is a <u>Multiple Award bid</u> and there will be <u>no 'one' bidder</u> 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 mowers.

#### **Delivery – Additional Requirements**

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

Page 39 of 39 Accepted: 9/29/03 Updated: 11/10/05

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

#### Liquidated Damages

**Cancellation of Contract** 

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



### MISSOURI DEPARTMENT OF TRANSPORTATION THREE SECTION FLEXIBLE 15' CUT ROTARY MOWER

<u>GENERAL</u> - The intent and purpose of this specification is to establish minimum quality, safety and performance standards for heavy-duty tow type, P.T.O. driven hinged three section rotary mower providing an optional cutting swath of 5', 10', or 15' without evidence of streaking. The intent and purpose of this specification is also to describe a mower with engineering and design that will assure trouble-free Highway right-of-way mowing with a minimum amount of down time. <u>Parts and service availability must be within 24 hour of contact.</u>

<u>DRIVE</u> - The mower shall be gear driven with power transmitted directly from tractor P.T.O. to a heavy duty primary gear box or power divider located on mower center section which will transmit power to secondary gear boxes located on mower wing sections. The output shafts of primary and secondary gear boxes shall be the spindles for the blade carrier assemblies. The tractor yoke of the main driveshaft shall have a spring tension lock coupler for quick attachment to the to the tractor RPM P.T.O. output shaft. Yoke connector at the splitter gearbox shall be an interference bolt type. Quick connector yoke at splitter gearbox is not acceptable. Drivelines will have a three year warranty. A copy of the warranty must be included in your bid.

<u>GEAR BOX ASSEMBLIES</u> - Gears shall be of forged heat treated steel running on lubricated bearings, completely enclosed in malleable or steel housing. Gear boxes shall be reinforced base mounted type. Gearbox bolts must have the capability of being retightened from the topside. All lubrication areas will be of easy access. Gear boxes will have a three year warranty. A copy of the warranty must be included in your bid.

<u>PRIMARY\_GEAR BOX</u> - The primary power divider or gear box shall be the manufacturers premium model; engineered, rates and listed a minimum 120 HP by the gearbox manufacturer in their standard engineer/sales data. The divider gear box will evenly divide the input power between three output shafts to power three individual and separate spindle gearboxes.

<u>SECONDARY GEAR BOX</u> - The secondary or wing gear boxes shall be the manufacturers premium model; engineered, rates and listed a minimum have a rating minimum of 150 HP by the gearbox manufacturer in their standard engineer/sales data. Secondary gear boxes shall all be the same, except for the direction of rotation.

BLADE ROTATION - As viewed from above the deck, facing the tractor, the left wing and center section shall turn clockwise and the right wing shall turn counterclockwise

<u>DRIVE LINES AND U-JOINTS</u> - Heavy-duty self adjusting and telescopic drive shafts with main drive shaft to be of a 80° constant velocity type and U-Joints will be not less than 44R size and type (ASAE Category 5, 80 HP at 540 RPM). A decal shall be attached to the towing tongue detailing correct hitch placement and driveline attachment dimensions a per SAE Standard J1170, Rear Power Take-Off for Agriculture Tractors. All U-Joints will be equipped with neoprene seals and needle bearings. Drive lines and U-Joints shall automatically compensate for angles as wings are raised or lowered. P.T.O. drive lines and wing drivelines shall have quick disconnect slip clutches. Drive-lines to the three gear boxes will be a minimum 35R size and type(ASAE Category 4, 46 HP at 540 RPM) size. The splitter gear box end yoke shall have a spring tension lock coupler for quick attachment/removal to the splitter gearbox shafts. Spindle gearbox yoke shall be an interference bolt type. Quick connector yoke at splitter gearbox is not acceptable. Heavy duty slip clutches(torque limiter) shall be installed before each of the three spindle gearboxes. Power take-off shaft and all drivelines shall be of one brand manufacture. Drivelines will allow a smooth transfer of torque during all modes and angles of operation of the mower. All universal joints and sliding tubes shall be equipped with grease zerks. All universal joints and driveshafts shall be completely covered with a non-rotating shield in compliance with OSHA regulations.

<u>STRUCTURAL</u> - Deck and wings a minimum of 7 gauge steel and reinforced with 7 gauge steel to maintain integrity. Band or skirt will be 1/4" thickness with a minimum depth of 10 1/2" welded to the deck with a continuous weld. An under deck ring, 1/2" thick by 3" high by 48" in diameter, rolled from a continuous piece of flat steel shall be continuously welded, perpendicular to the bottom of the mower's deck. The ring shall be positioned so a blade would contact it just behind the blade cutting edge. The deck ring will provide reinforcement and protection of the deck.



<u>BLADES AND RUNNERS</u> - The blades shall be heavy-duty 1/2" x 4" SAE 5160 chrome steel suction type with breakaway feature. Blades may have a minimum 3" drop. Blades will be mounted with replaceable minimum 1 1/8" UNF hardened blade bolts with 1 1/2" blade wear surface. The three gear box spindles shall be equipped with heavily reinforced round dish (stump jumper) blade carrier. Carrier will be a dish shaped minimum 7 gauge steel stamping with a minimum 30" diameter and 2 3/4" side height. When installed the top lip of dish shall be no more than 4" from the bottom of the deck. The blade carrier shall be dynamically balanced to minimize vibration. Replaceable, hard faced, skid shoes on center and wing sections shall be provided for protection in the event the tractor drops in a low place or ridges over a high point. Blades shall overlap 6". Mower shall be equipped with adjustable mechanical stops to prevent scalping when the mower is lowered to the cutting position. A system shall be provided to lock the center section and both wings in roading position. Transport locks shall be mechanical devices to remove all stress from the hydraulic cylinders and their mounts.

### CUTTING HEIGHT - Adjustable from 4" - 12".

HYDRAULICS - The mower shall utilize the tractor hydraulic system and have hydraulic cylinders to raise the wings and adjust the cutting height. The wing cylinders shall allow for a minimum of 11° wing movement or float during operation without pumping the hydraulics. Hydraulic cylinders shall be designed for 3,000 PSI operating pressure. All cylinder shafts will be hard chrome plated and rebuildable. The piston seal shall be poly-hone glass-filled-tefion type, O-ring seal designs are not acceptable. The piston rod packing shall be a V-stack or U-pack design. V-stack shall include provisions for adjustment, U-pack shall be retained in an internal groove. Rod wiper shall be a urethane wiper ring(not metal clad). Gland collar will be either externally threaded onto the outside of the cylinder barrel or internally threaded into the cylinder barrel. Designs using an internal wire/lock ring to hold the gland in/on are not acceptable. The hydraulic inlet and outlet shall be welded fixed ferrules located on the cylinder shell. Wings will be capable of flexing from 22° below horizontal to 90° above horizontal to follow any terrain. You should not include the hydraulic valves which will be supplied on the tractors. All hoses(minimum 1/2" ID 2-wire non-skive) and quick couplings necessary for mounting on the tractor should be included. Safe-guards shall be provided to stop the wings from raising to a point that would prevent it from being lowered from the operators station. Mower shall have an A-Frame or similar support to protect the hoses between tractor and mower. The mower shall have a manually operated auxiliary winch to raise or lower each wing independently in case of hydraulic failure and rods or bars to secure the wings when roading. Hydraulics will meet SAE J517 and J232 requirements.

<u>WHEELS, AXLES AND SUSPENSIONS</u> - The mower shall be equipped with not less than six trail type laminated tires properly spaced for best weight distribution. The wheels will be mounted with a minimum of five lug bolts and the wheel hubs shall have roller bearings. Rear axle arrangement shall provide for two sets of two wheels each at center section, and a single wheel at each wing section. Main axle, axle arms and wheel spindles will be heavy duty with independent heavy-duty 3" spring suspension for each wheel. All wheel hubs will be heavy duty cast type with grease zerk.

<u>HITCH</u> - Towing hitch shall be a heavy-duty swivel clevis type providing easy maneuverability. Hitch shall be of adequate design to accommodate all angles and stress caused from roadside right-of-way mowing. The tongue will be "A" frame design. Twin leveling rods to balance the weight.

<u>PARKING JACK</u> - A heavy-duty retractable pin-on type hand operated screw type jack is to be furnished and installed on the tongue perpendicular to the ground with the mower set at a 6" mowing height to aid in attaching the mower to the tractor. A second mount for this jack shall be attached to the top of the mower deck to safely store it when not in use and not to interfere with mowing operation.

<u>SAFETY</u> - All guards and shields will meet SAEJ232 requirements. The mower shall have 3/8" safety chain guards to protect the area surrounding the mower from flying objects. A minimum 3/16" high strength aircraft cable shall be interlaced through the second to the lowest chain link. Unit will have wing transport locks.

<u>COLOR</u> - Color to be manufacturer's standard over a prime coat.

NOTE: Complete unit must be manufactured in accordance with the latest adopted OSHA or SAE Standards and amendments thereto.



The Missouri Highway and Transportation Commission reserves the right to waive technicalities and to reject any or all bids and no bid is final until formally accepted by the Commission.



E683 February 2005

### MISSOURI DEPARTMENT OF TRANSPORTATION THREE SECTION FLEXIBLE 15' or 10' CUT ROTARY MOWER SPECIFICATIONS

<u>GENERAL</u> - The intent and purpose of this specification is to establish minimum quality, safety and performance standards for heavy-duty tow type, P.T.O. driven hinged three-section rotary mower providing an optional cutting swath of 10' or 15' without evidence of streaking. The intent and purpose of this specification is also to describe a mower with engineering and design that will assure trouble-free Highway right-of-way mowing with a minimum amount of down time. Parts and service availability must be within 24 hour of contact.

<u>DRIVE</u> - The mower shall be gear driven with power transmitted directly from tractor P.T.O. to a heavy duty power divider gearbox located on mower center section which will transmit power to secondary gear boxes located on mower wing sections. The output shafts of primary and secondary gearboxes shall be the spindles for the blade carrier assemblies. The tractor yoke of the main drive shaft shall have a spring tension lock coupler with three ball yoke for quick attachment to the to the tractor RPM P.T.O. output shaft. Yoke connector at the splitter gearbox shall be an interference bolt type. Quick connector yoke at splitter gearbox is not acceptable. Drivelines will have a one-year complete warranty. A copy of the warranty must be included in your bid. Bondioli and Pavesi drivelines are required.

<u>GEAR BOX ASSEMBLIES</u> - Gears shall be of forged heat-treated steel running on lubricated bearings, completely enclosed in malleable or steel housing. Gearboxes shall be reinforced base mounted type. Gearbox bolts must have the capability of being retightened from the topside. All lubrication areas will be of easy access. Gearboxes will have a five-year pro-rated warranty. A copy of the warranty must be included in your bid. Bondioli and Pavesi gearboxes are required.

<u>PRIMARY GEAR BOX</u> - The primary power divider gearbox shall be the manufacturers premium model; engineered, rates and listed a minimum 200 HP by the gearbox manufacturer in their standard engineer/sales data. The divider gearbox will evenly divide the input power between three output shafts to power three individual and separate spindle gearboxes.

<u>SECONDARY GEAR BOX</u> - The secondary or wing gearboxes shall be the manufacturers premium model; engineered, rates and listed a minimum have a rating minimum of 160 HP by the gearbox manufacturer in their standard engineer/sales data. Secondary gearboxes shall all be the same, except for the direction of rotation.

BLADE ROTATION - As viewed from above the deck, facing the tractor, the left wing and center section shall turn clockwise and the right wing shall turn counterclockwise.

DRIVE LINES AND U-JOINTS - Heavy-duty self adjusting and telescopic drive shafts with main drive shaft to be of a 80° constant velocity type and U-Joints will be not less than 44R size and type (ASAE Category 6, 80 HP at 540 RPM). An optional Equal Angle Hitch non-constant velocity drive may be substituted in lieu of the 80degree CV drive. This Equal Angle hitch shall have a Weasler main power shaft in lieu of the Bondioli and shall be u-joint style verses CV style shaft requiring greasing once every 40 hours. This Equal Angle Hitch cannot be a jackshaft style with steady bearing. A decal shall be attached to the towing tongue detailing correct hitch placement and driveline attachment dimensions as per SAE Standard J1170, Rear Power Take-Off for Agriculture Tractors. All U-Joints will be equipped with neoprene seals and needle bearings. Drivelines and U-Joints shall automatically compensate for angles as wings are raised or lowered. P.T.O. drivelines and wing drivelines shall have quick disconnect slip clutches. Drivelines to the three gearboxes will be a minimum 35R size and type (ASAE Category 5, 46 HP at 540 RPM) size. The splitter gearbox end yoke shall have a spring tension lock coupler for quick attachment/removal to the splitter gearbox shafts. Spindle gearbox yoke shall be an interference bolt type. Quick connector yoke at splitter gearbox is not acceptable. Heavy duty self-adjusting two plate slip clutches (torque limiter) shall be installed before each of the three spindle gearboxes. Power take-off shaft and all drivelines shall be of one brand manufacture. Drivelines will allow a smooth transfer of torque during all modes and angles of operation of the mower. All universal joints and sliding tubes shall be equipped with grease zerks. All universal joints and drive shafts shall be completely covered with a non-rotating shield in compliance with OSHA regulations.



E683

February 2005

<u>STRUCTURAL</u> - Deck and wings a minimum of 7gauge, ASTM A-569 hot rolled carbon-manganese steel continuously welded top deck and reinforced with 7 gauge steel and ¼" ASTM A-500 hollow structural tubing to maintain integrity. Band or skirt will be 1/4" thickness with a minimum depth of 10 1/2" welded to the deck with a continuous weld. An under deck ring, 1/2" thick by 3" high by 48" in diameter, rolled from a continuous piece of flat steel shall be continuously welded, perpendicular to the bottom of the mower's deck. The ring shall be positioned so a blade would contact it just behind the blade cutting edge. The deck ring will provide reinforcement and protection of the deck. The mower shall have a draw bar tongue weight on the tractor of no more than 1550lbs.

The length of the center section of the mower shall be no longer than 92.5". All major pivot points on the mower shall include grease able and replaceable spring steel bushings with locking head pins that ensure that pivot points in the frame cannot wear.

BLADES AND RUNNERS - The blades shall be heavy-duty 1/2" x 4" SAE 5160 chrome steel suction type with breakaway feature. Blades may have a minimum 3" drop. Blades will be mounted with replaceable minimum 1 1/8" UNF hardened pentagon shaped blade bolts with 1 1/2" blade wear surface. A replaceable pentagon shaped blade bolt bushing shall be welded into the blade bar. Blades materials are to be tested in blade lots and should include these tests and processes: Minimum hardness test, ductility bend test, charpy v-notch impact strength test, surface carbon loss test, fatigue life test, microstructure purity inspection, material chemical analysis along with part # and lot code. The blades should also have: beneficial induced compressive surface stresses through shot-peening along with smoothed transitional surfaces around the blade bolt hole. The three gearbox spindles shall be equipped with heavily reinforced round dish (stump jumper) blade carrier. Carrier will be a dish that has a minimum 1/4" thick steel pressed and spun with a minimum 30" diameter and 2 3/4" side height The blade bar in the carrier shall be made of 1" thick steel and two cross members shall be made of 3'8" thick steel both welded to the carrier dish. When installed the top lip of dish shall be no more than 4" from the bottom of the deck. The blade carrier shall be dynamically balanced to minimize vibration. Replaceable skid shoes on center and wing forward sections made of minimum ASTM A514 alloy steel shall be provided for protection in the event the tractor drops in a low place or ridges over a high point. The forward section of the wing skids are to be wider than the rear section as to prevent gouging and must also have the ability to be mounted outside or inside the side skirt. The Blades shall overlap 6 1/2". Mower shall be equipped with adjustable mechanical stops to prevent scalping when the mower is lowered to the cutting position. A system shall be provided to lock the center section and both wings in roading position. These lock up pin locations should be located in a raised position above the deck as to ease in finding them should the deck have debris on top. Transport locks shall be mechanical devices to remove all stress from the hydraulic cylinders and their mounts. A wheel transport mechanism for the wing wheels shall be incorporated into the center lock up so that when the center lock up pin is installed and the main cylinder is retracted the wing wheels are pulled inside of the wing sections to aid in an ultra narrow transport width.

CUTTING HEIGHT - Adjustable from 1.5" - 15".

HYDRAULICS - The mower shall utilize the tractor hydraulic system and have hydraulic cylinders to raise the wings and adjust the cutting height. The wing cylinders along with floating lugs shall allow for a minimum of 35 degree up and 25 degree down wing float during operation without pumping the hydraulics. Hydraulic cylinders shall be designed for 3,000 PSI operating pressure. All cylinder shafts will be nitro steel and re-build-able. The two hydraulic wing lift cylinders should each be 3" X 12" welded cylinders, 3" diameter bore, 12" stroke, 1.25" diameter rod, 22 ¼" closed pin center. A Hydraulic Phasing System shall be use to level the cutter from the center to the wing sections. This hydraulic phasing cylinder system shall consist of one 3 1/2" X 5" center cylinder, one 3 1/4" X 5" wing wheel standard cylinder and one other 3" X 5" wing wheel standard cylinder. Each phasing cylinder shall have 1 ¼" diameter rods, 18 1/8" closed pin center, rephasing orifices and mechanical stop collars fitted to all cylinders. Cylinder seals shall be as follows: Static and dynamic O-ring seals with nitrile 90 durometer, ASTM D2000, 86/SAE J200. Static and dynamic backup washers, unithane 395A, and liquid cast polyurethane. 3000-PSI series piston seal, 15% fiberglass filled Teflon piston seal c/w 90 durometer o-ring expander. 3000-PSI series piston and cylinder rod wear rings, #66 nylon, 33% glass filled. 3000-PSI series rod seal, #605 twin lip u-cup seal. Cylinder rod wipers seals, 3000-PSI series, metal encased nitrile lip wiper seal. Wings will be capable of flexing from 25° below horizontal to 90° above horizontal to follow any terrain. You should not include the hydraulic valves, which will be supplied on the tractors. All hoses (minimum 1/2" ID 2-wire non-skive) and quick couplings necessary for mounting on the tractor should be included. Safe quards

shall be provided to stop the wings from raising to a point that would prevent it from being lowered from the operator's station. Mower shall have an A-Frame or similar support to protect the hoses between tractor and mower. The mower shall have a manually operated auxiliary winch to raise or lower each wing independently in case of hydraulic failure and lock up pins to secure the wings when roading. Hydraulics will meet SAE J517 and J232 requirements.



<u>WHEELS, AXLES AND SUSPENSIONS</u> - The mower shall be equipped with not less than six trail type laminated tires properly spaced for best weight distribution. The wheels will be mounted with a minimum of five lug bolts and the wheel hubs shall have roller bearings. Rear axle arrangement shall provide for two sets of two wheels each at center section, and a single wheel at each wing section. Main deck suspension shall be a walking beam-type rear suspension consisting of a main beam 5"X5" X .250 ASTM A-500 tubing material and wing wheel arms 4"X3"X .250 ASTM A-500 tubing material. The walking axle must be supported by two tapered roller bearings placed on both sides of the walking beam with a 1 3/8" lock head shaft running through. This walking axle suspension will be positioned as far forward as possible to best control cutter height over uneven ground. Outer wing wheel standards shall be equipped with a rubber gromlet for suspension and must include a threaded rod with adjusting nuts at the end of the phasing cylinder to allow to fine tune the height of the wings to the center section of the cutter.

<u>HITCH</u> - Towing hitch shall be a heavy-duty swivel precision clevis type providing easy maneuverability. Hitch shall be of adequate design to accommodate all angles and stress caused from roadside right-of-way mowing. The tongue will be "A" frame design. Twin leveling rods to balance the weight with built in floating front hitch to keep undo stress off the leveling rods

<u>PARKING JACK</u> - A heavy-duty retractable pin-on type hand operated screw type jack is to be furnished and installed on the tongue perpendicular to the ground with the mower set at a 6" mowing height to aid in attaching the mower to the tractor. A second mount for this jack shall be attached to the top of the mower deck to safely store it when not in use and not to interfere with mowing operation.

<u>SAFETY</u> - All guards and shields will meet SAEJ232 requirements. The mower shall have 3/8" safety chain guards to protect the area surrounding the mower from flying objects. A minimum 3/16" high strength aircraft cable shall be interlaced through the second to the lowest chain link. Unit will have wing transport locks.

COLOR - Color to be manufacturer's standard over a prime coat.

NOTE: Complete unit must be manufactured in accordance with the latest adopted OSHA or SAE Standards and amendments thereto.

The Missouri Highways and Transportation Commission reserves the right to waive technicalities and to reject any or all bids and no bid is final until formally accepted by the Commission.



### MISSOURI DEPARTMENT OF TRANSPORTATION <u>6' CUT ROTARY MOWER</u>

<u>GENERAL</u> - The intent and purpose of this specification is to establish minimum quality, safety and performance standards for heavy-duty 3 point hitch type, P.T.O. driven 6 foot rotary mower. The purpose of this specification to specify a mower engineered and designed that will assure Highway right-of-way mowing with a minimum amount of down time. <u>Parts and service availability must be within 24 hour of contact.</u>

<u>DRIVE</u> - The mower shall be gear driven with power transmitted directly from tractor P.T.O. The output shaft of gear box shall be the spindle for the blade carrier assembly. The tractor yoke of the main driveshaft shall have a spring tension lock coupler for quick attachment to the tractor P.T.O. shaft. Driveline shall have a three year warranty. A copy of the warranty must be included in your bid.

<u>GEAR BOX ASSEMBLY</u> - Gears shall be of forged heat treated steel running on lubricated bearings, completely enclosed in malleable or steel housing. Gear box shall be reinforced base mounted type. Gearbox bolts must have the capability of being retightened from the topside. All lubrication areas will be of easy access. Gear box will have a three year warranty. A copy of the warranty must be included in your bid. The gear box shall be the manufactures premium model; engineered, rated at minimum of 70 HP by the gear box manufacture in their standard engineer/sales data.

BLADE ROTATION - As viewed from above the deck, facing the tractor, the blade shall turn counter clockwise .

<u>DRIVE LINES AND U-JOINTS</u> - All U-Joints will be equipped with neoprene seals and needle bearings. P.T.O. drive lines shall have heavy duty four disk type and quick disconnect slip clutches. Drive line gear box will be a minimum 35R size and type (ASAE Category 4, 46 HP at 540 RPM) size. Power take-off shaft and driveline shall be of one brand manufacture. Driveline will allow a smooth transfer of torque during all modes and angles of operation of the mower. All universal joints shall be equipped with grease zerks. All universal joints and driveshafts shall be completely covered with a non-rotating shield in compliance with OSHA regulations.

<u>STRUCTURAL</u> - Deck minimum of 7 gauge steel and reinforced with 7 gauge steel to maintain integrity. Band or skirt will be 1/4" thickness rolled I beam sides with a minimum depth of 10 1/2" welded to the deck with a continuous weld. An under deck ring, 1/2" thick by 3" high by 48" in diameter, rolled from a continuous piece of flat steel shall be continuously welded, perpendicular to the bottom of the mower's deck. The ring shall be positioned so a blade would contact it just behind the blade cutting edge. The deck ring will provide reinforcement and protection of the deck.

<u>BLADES AND RUNNERS</u> - The blades shall be heavy-duty 1/2" x 3 1/2" SAE 5160 chrome steel suction type with breakaway feature. Blades may have a maximum 3" drop. Blades will be mounted with replaceable minimum 1 1/8" UNF hardened blade bolts with 1 1/2" blade wear surface. The gear box spindle shall be equipped with heavily reinforced round dish (stump jumper) blade carrier. Carrier will be a dish shaped minimum 7 gauge steel stamping with a minimum 30" diameter and 2 3/4" side height. When installed the top lip of dish shall be no more than 4" from the bottom of the deck. The blade carrier shall be dynamically balanced to minimize vibration. Replaceable, hard faced, skid shoes shall be provided to protect the leading edge of the mowersides.

CUTTING HEIGHT - Adjustable from 4" - 12".

<u>WHEELS, AXLES AND SUSPENSIONS</u> - The mower shall be equipped with one tail wheel for 3 point hitch. Wheel hub will be heavy duty cast type with grease zerk. Tire shall be a laminated type puncture proof tire.

<u>HITCH</u> - Hitch shall be a heavy-duty category one 3 point type. Hitch shall have 3 braces welded on both sides of hitch (total of 6 braces ) and to the mower deck.

<u>SAFETY</u> - All guards and shields will meet SAEJ232 requirements. The mower shall have 3/8" safety chain guards to protect the area surrounding the mower from flying objects. A minimum 3/16" high strength aircraft cable shall be interlaced through the second to the lowest chain link.

<u>COLOR</u> - Color to be manufacturer's standard over a prime coat.



NOTE: Complete unit must be manufactured in accordance with the latest adopted OSHA or SAE Standards and amendments thereto.

The Missouri Highways and Transportation Commission reserves the right to waive technicalities and to reject any or all bids and no bid is final until formally accepted by the Commission.



### MISSOURI DEPARTMENT OF TRANSPORTATION <u>7' CUT ROTARY MOWER</u>

<u>GENERAL</u> - The intent and purpose of this specification is to establish minimum quality, safety and performance standards for heavy-duty 3 point hitch type, P.T.O. driven 7-foot rotary mower. The purpose of this specification is to specify a mower engineered and designed that will assure Highway right-of-way mowing with a minimum amount of down time. <u>Parts and service availability must be within 24 hour of contact.</u>

<u>DRIVE</u> - The mower shall be gear driven with power transmitted directly from tractor P.T.O. The output shaft of gearbox shall be the spindle for the blade carrier assembly. The tractor yoke of the main driveshaft shall have a spring tension lock coupler for quick attachment to the tractor P.T.O. shaft. Driveline shall have a three-year warranty. A copy of the warranty must be included in your bid.

<u>GEAR BOX ASSEMBLY</u> - Gears shall be of forged heat treated steel running on lubricated bearings, completely enclosed in malleable or steel housing. Gear box shall be reinforced base mounted type. Gearbox bolts must have the capability of being retightened from the topside. All lubrication areas will be of easy access. Gear box will have a three year warranty. A copy of the warranty must be included in your bid. The gear box shall be the manufactures premium model; engineered, rated at minimum of 70 HP by the gear box manufacture in their standard engineer/sales data.

BLADE ROTATION - As viewed from above the deck, facing the tractor, the blade shall turn counter clockwise .

<u>DRIVE LINES AND U-JOINTS</u> - All U-Joints will be equipped with neoprene seals and needle bearings. P.T.O. drive lines shall have heavy duty four disk type and quick disconnect slip clutches. Drive line gear box will be a minimum 35R size and type (ASAE Category 4, 46 HP at 540 RPM) size. Power take-off shaft and driveline shall be of one brand manufacture. Driveline will allow a smooth transfer of torque during all modes and angles of operation of the mower. All universal joints shall be equipped with grease zerks. All universal joints and driveshafts shall be completely covered with a non-rotating shield in compliance with OSHA regulations.

<u>STRUCTURAL</u> - Deck minimum of 7 gauge steel and reinforced with 7 gauge steel to maintain integrity. Band or skirt will be 1/4" thickness rolled I beam sides with a minimum depth of 10 1/2" welded to the deck with a continuous weld. An under deck ring, 1/2" thick by 3" high by 48" in diameter, rolled from a continuous piece of flat steel shall be continuously welded, perpendicular to the bottom of the mower's deck. The ring shall be positioned so a blade would contact it just behind the blade cutting edge. The deck ring will provide reinforcement and protection of the deck.

<u>BLADES AND RUNNERS</u> - The blades shall be heavy-duty 1/2" x 3 1/2" SAE 5160 chrome steel suction type with breakaway feature. Blades may have a maximum 3" drop. Blades will be mounted with replaceable minimum 1 1/8" UNF hardened blade bolts with 1 1/2" blade wear surface. The gear box spindle shall be equipped with heavily reinforced round dish (stump jumper) blade carrier. Carrier will be a dish shaped minimum 7 gauge steel stamping with a minimum 30" diameter and 2 3/4" side height. When installed the top lip of dish shall be no more than 4" from the bottom of the deck. The blade carrier shall be dynamically balanced to minimize vibration. Replaceable, hard faced, skid shoes shall be provided to protect the leading edge of the mowersides.

CUTTING HEIGHT - Adjustable from 4" - 12".

<u>WHEELS, AXLES AND SUSPENSIONS</u> - The mower shall be equipped with one tail wheel for 3 point hitch. Wheel hub will be heavy duty cast type with grease zerk. Tire shall be a laminated type puncture proof tire .

<u>HITCH</u> - Hitch shall be a heavy-duty category one 3 point type. Hitch shall have 3 braces welded on both sides of hitch (total of 6 braces ) and to the mower deck.

<u>SAFETY</u> - All guards and shields will meet SAEJ232 requirements. The mower shall have 3/8" safety chain guards to protect the area surrounding the mower from flying objects. A minimum 3/16" high strength aircraft cable shall be interlaced through the second to the lowest chain link.

<u>COLOR</u> - Color to be manufacturer's standard over a prime coat.



NOTE: Complete unit must be manufactured in accordance with the latest adopted OSHA or SAE Standards and amendments thereto.

The Missouri Highways and Transportation Commission reserves the right to waive technicalities and to reject any or all bids and no bid is final until formally accepted by the Commission.



### MISSOURI DEPARTMENT OF TRANSPORTATION <u>8' CUT ROTARY MOWER</u>

<u>GENERAL</u> - The intent and purpose of this specification is to establish minimum quality, safety and performance standards for heavy-duty 3 pt. hitch, P.T.O. driven dual gear box rotary mower providing a centerpull cutting swath of 8', without evidence of streaking. The intent and purpose of this specification is also to describe a mower with engineering and design that will assure trouble-free Highway right-of-way mowing with a minimum amount of down time. Single gear box mowers will not be acceptable. <u>Parts</u> and service must be available within 24 hours of contact. *Finish cut type of mower is not acceptable.* 

<u>DRIVE</u> - The mower shall be gear driven with power transmitted directly from tractor P.T.O. to a heavy duty primary gear box or power divider which will transmit power to secondary gear box(s). The output shafts of primary and secondary gear boxes shall be the spindles for the blade carrier assemblies. The mower shall operate with tractors with 540 RPM P.T.O. speed.

<u>GEAR BOX ASSEMBLIES</u> - Gears shall be of forged heat treated steel running on lubricated bearings, completely enclosed in malleable or heavy-duty steel housing. Gear boxes shall be reinforced base mounted type.

<u>PRIMARY GEAR BOX</u> - The primary power divider or gear box shall have approximate rating of minimum 70 HP.

<u>SECONDARY GEAR BOX</u> - The secondary gear box(s) shall have approximate rating of minimum 50 HP. The secondary box(s) shall be of a design allowing the rotation of the blades to be reversed. (You must include specifications, literature and instructions for rotation reversal in your bid.)

<u>DRIVE LINES AND U-JOINTS</u> - Heavy-duty self adjusting and telescopic drive shafts with main drive shaft as a constant velocity type and U-Joints will be not less than 35R size and type. All U-Joints will be equipped with neoprene seals and needle bearings. P.T.O. drive lines shall have quick disconnect slip clutches. Drive lines shall have metal guards or shields meeting J232 requirements.

<u>STRUCTURAL</u> - Deck and side bands minimum 7 gauge steel with deck reinforced. Equipped with a torison bar type to reduce vibration. Must have rolled I beam sides made of 1/4" material shaped to form sides of cutter.

<u>BLADES AND RUNNERS</u> - The blades shall be heavy-duty 1/2" x 4" SAE 5160 chrome steel suction type with breakaway feature. Replaceable skid shoes shall be provided for protection in the event the tractor drops in a low place or ridges over a high point.

<u>CUTTING HEIGHT</u> - Adjustable from 4" - 10".

<u>WHEELS, AXLES AND SUSPENSIONS</u> - The mower shall be equipped with not less than two trail type laminated tires properly spaced for best weight distribution. The wheels will be mounted with a minimum of five lug bolts and the wheel hubs will have roller bearings.

<u>HITCH</u> - 3 pt. hitch with pin diameters and inside spread width suitable for attaching to tractors with category II three point hitch and lift, double lift chain assemblies.

<u>SAFETY</u> - The mower shall have steel side deflectors, front and rear 5/16" safety chain guards to protect the area surrounding the mower from flying objects. All guards and shields will meet SAE J232 requirements.

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

NOTE: Complete unit must be manufactured in accordance with the latest adopted OSHA or SAE Standards and amendments thereto.

The Missouri Highways and Transportation Commission reserves the right to waive technicalities and to reject any or all bids and no bid is final until formally accepted by the Commission.



Missouri Department of Transportation

## 60" (5 Foot) RIGHT SIDE-MOUNT 'DOUBLE WALL' ROTARY MOWER SPECIFICATIONS

<u>GENERAL</u> – The intent and purpose of this specification is to establish minimum quality, safety and performance standards for heavy-duty 60" (5 foot) right side-mount rotary mower with dual deck wall design to be mounted between the front and rear wheels. The purpose of this specification to specify a mower engineered and designed that will assure Highway right-of-way mowing, including ditch banks and roadsides with a minimum amount of down time. Mower shall be fully equipped (including counterbalances/oil reserve), capable of mowing in a declined or inclined position. This unit shall be of the manufacturer's current production model. <u>Parts and service availability must be within 24 hour of contact.</u> No boom type mowers. Main application should be interchangeable with ditchers, flail heads and other mowers.

 $\underline{DRIVE}$  – The mower shall be rotary type, hydraulically provided. The output shaft of gearbox shall be the spindle for the blade carrier assembly.

**<u>SPINDLE</u>** – Shall be one (1) piece forged alloy steel, of bearing type, sealed in oil.

**<u>BLADE CARRIER</u>** – Equipped with stump-jumper, applicable to type, brand, or model being used.

<u>**CUTTER**</u> – Two (2) cutter knives standard, capable of accommodating up to six,  $\frac{1}{2}$ ", heat treated, full swinging suction knives; knives shall be attached with heat treated shoulder and keyed bolts, backed with preferred T-1 spacer and hex lock nuts. Actual cutting width is 60" and adjustable mowing height, 4" minimum.

**<u>LIFT CONTROLS</u>** – Shall be minimum two (2) single acting hydraulic cylinders.

**<u>HYDRAULICS MOTOR & PUMP</u>** – Motors shall have cast steel housing with steel gears; minimum 95 hp hydraulic pump; Minimum 60 gallon hydraulic reservoir.

**DECK STRUCTURE** – Shall have multilayer yielding minimum of 110,000 PSI, fully enclosed, ribbed construction, minimum 5/32" steel bottom, minimum 1/8" smooth top, crowned. Deck side walls shall be minimum of two (2) layers withstanding 110,000 PSI yielded steel. Replaceable, full length inner and outer, abrasion resistant shoes.

 $\underline{SAFETY}$  – The mower shall have safety chain guards on front and rear to protect the area surrounding the mower from flying objects. Travel and transport locks shall be required. Unit shall meet or exceed all applicable ANSI, ASAE, SAE test standards.

<u>COLOR</u> – Color to be manufacturer's standard over a prime coat.

<u>MANUALS/WARRANTY</u> – Manufacturer shall furnish operation manual; unit shall be guaranteed against defects in workmanship and materials for a period of one (1) year.

The Missouri Department of Transportation Commission reserves the right to waive technicalities and to reject any or all bids and no bid is final until formally accepted by the Commission.



Missouri Department of Transportation

### 60" (5 Foot) RIGHT SIDE-MOUNT ROTARY MOWER SPECIFICATIONS

<u>GENERAL</u> – The intent and purpose of this specification is to establish minimum quality, safety and performance standards for heavy-duty 60" (5 foot) right side-mount rotary mower to be mounted between the front and rear wheels. The purpose of this specification to specify a mower engineered and designed that will assure Highway right-of-way mowing, including ditch banks and roadsides with a minimum amount of down time. Mower shall be fully equipped (including counterbalances/oil reserve), capable of mowing in a declined or inclined position. This unit shall be of the manufacturer's current production model. <u>Parts and service availability must be within 24 hour of contact.</u> No boom type mowers. Main application should be interchangeable with ditchers, flail heads and other mowers.

 $\underline{DRIVE}$  – The mower shall be rotary type, hydraulically provided. The output shaft of gearbox shall be the spindle for the blade carrier assembly.

<u>SPINDLE</u> – Shall be one (1) piece forged alloy steel, of bearing type, sealed in oil.

**<u>BLADE CARRIER</u>** – Equipped with stump-jumper, applicable to type, brand, or model being used.

<u>CUTTER</u> – Two (2) cutter knives standard, capable of accommodating up to six,  $\frac{1}{2}$ ", heat treated, full swinging suction knives; knives shall be attached with heat treated shoulder and keyed bolts, backed with preferred T-1 spacer and hex lock nuts. Actual cutting width is 60" and adjustable mowing height, 4" minimum.

**<u>LIFT CONTROLS</u>** – Shall be minimum two (2) single acting hydraulic cylinders.

**<u>HYDRAULICS MOTOR & PUMP</u>** – Motors shall have cast steel housing with steel gears; minimum 95 hp hydraulic pump; Minimum 60 gallon hydraulic reservoir.

**<u>DECK STRUCTURE</u>** – Minimum 10 gauge on top decking and minimum 3/8" solid steel side walls. Replaceable, full length inner and outer shoes.

<u>SAFETY</u> – The mower shall have safety chain guards on front and rear to protect the area surrounding the mower from flying objects. Travel and transport locks shall be required. Unit shall meet or exceed all applicable ANSI, ASAE, SAE test standards.

<u>COLOR</u> – Color to be manufacturer's standard over a prime coat.

<u>MANUALS/WARRANTY</u> – Manufacturer shall furnish operation manual; unit shall be guaranteed against defects in workmanship and materials for a period of one (1) year.

The Missouri Department of Transportation Commission reserves the right to waive technicalities and to reject any or all bids and no bid is final until formally accepted by the Commission.



## 72" (6 Foot) RIGHT SIDE-MOUNT ROTARY MOWER SPECIFICATIONS

<u>GENERAL</u> – The intent and purpose of this specification is to establish minimum quality, safety and performance standards for heavy-duty 72" (6 foot) right side-mount rotary mower to be mounted between the front and rear wheels. The purpose of this specification to specify a mower engineered and designed that will assure Highway right-of-way mowing, including ditch banks and roadsides with a minimum amount of down time. Mower shall be fully equipped (including counterbalances/oil reserve), capable of mowing in a declined or inclined position. This unit shall be of the manufacturer's current production model. <u>Parts and service availability must be within 24 hour of contact.</u> No boom type mowers. Main application should be interchangeable with ditchers, flail heads and other mowers.

 $\underline{DRIVE}$  – The mower shall be rotary type, hydraulically provided. The output shaft of gearbox shall be the spindle for the blade carrier assembly.

**<u>SPINDLE</u>** – Shall be one (1) piece forged alloy steel, of bearing type, sealed in oil.

**<u>BLADE CARRIER</u>** – Equipped with stump-jumper, applicable to type, brand, or model being used.

<u>**CUTTER**</u> – Two (2) cutter knives standard, capable of accommodating up to six,  $\frac{1}{2}$ " x 4", heat treated, full swinging suction knives; knives shall be attached with heat treated shoulder and keyed bolts, backed with preferred T-1 spacer and hex lock nuts. Actual cutting width is 60" and adjustable mowing height, capable of a minimum 2" cutting capacity.

**<u>LIFT CONTROLS</u>** – Shall be minimum two (2) single acting hydraulic cylinders.

**<u>HYDRAULICS MOTOR & PUMP</u>** – Motors shall have cast steel housing with steel gears; minimum 95 hp hydraulic pump; Minimum 60 gallon hydraulic reservoir.

**<u>DECK STRUCTURE</u>** – Minimum 10 gauge on top decking and minimum 3/8" solid steel side walls. Replaceable, full length inner and outer shoes.

 $\underline{SAFETY}$  – The mower shall have safety chain guards on front and rear to protect the area surrounding the mower from flying objects. Travel and transport locks shall be required. Unit shall meet or exceed all applicable ANSI, ASAE, SAE test standards.

**<u>COLOR</u>** – Color to be manufacturer's standard over a prime coat.

<u>MANUALS/WARRANTY</u> – Manufacturer shall furnish operation manual; unit shall be guaranteed against defects in workmanship and materials for a period of one (1) year.

The Missouri Department of Transportation Commission reserves the right to waive technicalities and to reject any or all bids and no bid is final until formally accepted by the Commission.



### MISSOURI DEPARTMENT OF TRANSPORTATION THREE SECTION FLEXIBLE 15' CUT ROTARY MOWER

<u>GENERAL</u> - The intent and purpose of this specification is to establish minimum quality, safety and performance standards for heavy-duty tow type, P.T.O. driven hinged three section rotary mower providing an optional cutting swath of 5', 10', or 15' without evidence of streaking. The intent and purpose of this specification is also to describe a mower with engineering and design that will assure trouble-free Highway right-of-way mowing with a minimum amount of down time. <u>Parts and service availability must be within 24 hour of contact.</u>

<u>DRIVE</u> - The mower shall be gear driven with power transmitted directly from tractor P.T.O. to a heavy duty primary gear box or power divider located on mower center section which will transmit power to secondary gear boxes located on mower wing sections. The output shafts of primary and secondary gear boxes shall be the spindles for the blade carrier assemblies. The tractor yoke of the main driveshaft shall have a spring tension lock coupler for quick attachment to the to the tractor RPM P.T.O. output shaft. Yoke connector at the splitter gearbox shall be an interference bolt type. Quick connector yoke at splitter gearbox is not acceptable. Drivelines will have a three year warranty. A copy of the warranty must be included in your bid.

<u>GEAR BOX ASSEMBLIES</u> - Gears shall be of forged heat treated steel running on lubricated bearings, completely enclosed in malleable or steel housing. Gear boxes shall be reinforced base mounted type. Gearbox bolts must have the capability of being retightened from the topside. All lubrication areas will be of easy access. Gear boxes will have a three year warranty. A copy of the warranty must be included in your bid.

<u>PRIMARY GEAR BOX</u> - The primary power divider or gear box shall be the manufacturers premium model; engineered, rates and listed a minimum 120 HP by the gearbox manufacturer in their standard engineer/sales data. The divider gear box will evenly divide the input power between three output shafts to power three individual and separate spindle gearboxes.

<u>SECONDARY GEAR BOX</u> - The secondary or wing gear boxes shall be the manufacturers premium model; engineered, rates and listed a minimum have a rating minimum of 150 HP by the gearbox manufacturer in their standard engineer/sales data. Secondary gear boxes shall all be the same, except for the direction of rotation.

BLADE ROTATION - As viewed from above the deck, facing the tractor, the left wing and center section shall turn clockwise and the right wing shall turn counterclockwise

<u>DRIVE LINES AND U-JOINTS</u> - Heavy-duty self adjusting and telescopic drive shafts with main drive shaft to be of a 80° constant velocity type and U-Joints will be not less than 44R size and type (ASAE Category 5, 80 HP at 540 RPM). A decal shall be attached to the towing tongue detailing correct hitch placement and driveline attachment dimensions a per SAE Standard J1170, Rear Power Take-Off for Agriculture Tractors. All U-Joints will be equipped with neoprene seals and needle bearings. Drive lines and U-Joints shall automatically compensate for angles as wings are raised or lowered. P.T.O. drive lines and wing drivelines shall have quick disconnect slip clutches. Drive-lines to the three gear boxes will be a minimum 35R size and type(ASAE Category 4, 46 HP at 540 RPM) size. The splitter gear box end yoke shall have a spring tension lock coupler for quick attachment/removal to the splitter gearbox shafts. Spindle gearbox yoke shall be an interference bolt type. Quick connector yoke at splitter gearbox is not acceptable. Heavy duty slip clutches(torque limiter) shall be installed before each of the three spindle gearboxes. Power take-off shaft and all drivelines shall be of one brand manufacture. Drivelines will allow a smooth transfer of torque during all modes and angles of operation of the mower. All universal joints and sliding tubes shall be equipped with grease zerks. All universal joints and driveshafts shall be completely covered with a non-rotating shield in compliance with OSHA regulations.

<u>STRUCTURAL</u> - Deck and wings a minimum of 7 gauge steel and reinforced with 7 gauge steel to maintain integrity. Band or skirt will be 1/4" thickness with a minimum depth of 10 1/2" welded to the deck with a continuous weld. An under deck ring, 1/2" thick by 3" high by 48" in diameter, rolled from a continuous piece of flat steel shall be continuously welded, perpendicular to the bottom of the mower's deck. The ring shall be positioned so a blade would contact it just behind the blade cutting edge. The deck ring will provide reinforcement and protection of the deck.



<u>BLADES AND RUNNERS</u> - The blades shall be heavy-duty 1/2" x 4" SAE 5160 chrome steel suction type with breakaway feature. Blades may have a minimum 3" drop. Blades will be mounted with replaceable minimum 1 1/8" UNF hardened blade bolts with 1 1/2" blade wear surface. The three gear box spindles shall be equipped with heavily reinforced round dish (stump jumper) blade carrier. Carrier will be a dish shaped minimum 7 gauge steel stamping with a minimum 30" diameter and 2 3/4" side height. When installed the top lip of dish shall be no more than 4" from the bottom of the deck. The blade carrier shall be dynamically balanced to minimize vibration. Replaceable, hard faced, skid shoes on center and wing sections shall be provided for protection in the event the tractor drops in a low place or ridges over a high point. Blades shall overlap 6". Mower shall be equipped with adjustable mechanical stops to prevent scalping when the mower is lowered to the cutting position. A system shall be provided to lock the center section and both wings in roading position. Transport locks shall be mechanical devices to remove all stress from the hydraulic cylinders and their mounts.

#### CUTTING HEIGHT - Adjustable from 4" - 12".

HYDRAULICS - The mower shall utilize the tractor hydraulic system and have hydraulic cylinders to raise the wings and adjust the cutting height. The wing cylinders shall allow for a minimum of 11° wing movement or float during operation without pumping the hydraulics. Hydraulic cylinders shall be designed for 3,000 PSI operating pressure. All cylinder shafts will be hard chrome plated and rebuildable. The piston seal shall be poly-hone glass-filled-teflon type, O-ring seal designs are not acceptable. The piston rod packing shall be a V-stack or U-pack design. V-stack shall include provisions for adjustment, U-pack shall be retained in an internal groove. Rod wiper shall be a urethane wiper ring(not metal clad). Gland collar will be either externally threaded onto the outside of the cylinder barrel or internally threaded into the cylinder barrel. Designs using an internal wire/lock ring to hold the gland in/on are not acceptable. The hydraulic inlet and outlet shall be welded fixed ferrules located on the cylinder shell. Wings will be capable of flexing from 22° below horizontal to 90° above horizontal to follow any terrain. You should not include the hydraulic valves which will be supplied on the tractors. All hoses(minimum 1/2" ID 2-wire non-skive) and quick couplings necessary for mounting on the tractor should be included. Safe-guards shall be provided to stop the wings from raising to a point that would prevent it from being lowered from the operators station. Mower shall have an A-Frame or similar support to protect the hoses between tractor and mower. The mower shall have a manually operated auxiliary winch to raise or lower each wing independently in case of hydraulic failure and rods or bars to secure the wings when roading. Hydraulics will meet SAE J517 and J232 requirements.

<u>WHEELS, AXLES AND SUSPENSIONS</u> - The mower shall be equipped with not less than six trail type laminated tires properly spaced for best weight distribution. The wheels will be mounted with a minimum of five lug bolts and the wheel hubs shall have roller bearings. Rear axle arrangement shall provide for two sets of two wheels each at center section, and a single wheel at each wing section. Main axle, axle arms and wheel spindles will be heavy duty with independent heavy-duty 3" spring suspension for each wheel. All wheel hubs will be heavy duty cast type with grease zerk.

<u>HITCH</u> - Towing hitch shall be a heavy-duty swivel clevis type providing easy maneuverability. Hitch shall be of adequate design to accommodate all angles and stress caused from roadside right-of-way mowing. The tongue will be "A" frame design. Twin leveling rods to balance the weight.

<u>PARKING JACK</u> - A heavy-duty retractable pin-on type hand operated screw type jack is to be furnished and installed on the tongue perpendicular to the ground with the mower set at a 6" mowing height to aid in attaching the mower to the tractor. A second mount for this jack shall be attached to the top of the mower deck to safely store it when not in use and not to interfere with mowing operation.

<u>SAFETY</u> - All guards and shields will meet SAEJ232 requirements. The mower shall have 3/8" safety chain guards to protect the area surrounding the mower from flying objects. A minimum 3/16" high strength aircraft cable shall be interlaced through the second to the lowest chain link. Unit will have wing transport locks.

<u>COLOR</u> - Color to be manufacturer's standard over a prime coat.

NOTE: Complete unit must be manufactured in accordance with the latest adopted OSHA or SAE Standards and amendments thereto.



The Missouri Highway and Transportation Commission reserves the right to waive technicalities and to reject any or all bids and no bid is final until formally accepted by the Commission.



#### MISSOURI DEPARTMENT OF TRANSPORTATION REAR MOUNT, CONTOURED DOUBLE DECK DESIGN HEAVY-DUTY ROTARY MOWERS

<u>6 Foot Minimum Specifications:</u> Contoured double deck design cutter head, minimum .14" upper and lower deck thickness; minimum .24" skirt thickness; round pan (stump jumper) blade holder, minimum of two (2) suction type blades; lift type hitch (CAT II); puncture-proof, laminate tires); safety chain shields (front & rear) with cable through chains.

<u>7 Foot Minimum Specifications:</u> Contoured double deck design cutter head, minimum .14" upper and lower deck thickness; minimum .24" skirt thickness; round pan (stump jumper) blade holder, minimum of two (2) suction type blades; lift type hitch (CAT II); puncture-proof, laminate tires); safety chain shields (front & rear) with cable through chains.

<u>8 Foot Minimum Specifications</u>: Contoured double deck design cutter head, minimum .125" upper and lower deck thickness; minimum .19" skirt thickness; Round pan (stump jumper) blade holder, minimum of two (2) suction type blades; Semi-mount hitch (CAT II); 5 bolt Aircraft tires; safety chain shields (front & rear) with cable through chains.

**<u>126" Minimum Specifications:</u>** Contoured double deck design cutter head, minimum .125" upper and lower deck thickness; minimum .19" skirt thickness; round pan (stump jumper) blade holder, minimum of two (2) suction type blades; semi-mount hitch (CAT II); 5 bolt aircraft tires; safety chain shields (front & rear) with cable through chains.

**180" Minimum Specifications:** Contoured double deck design cutter head, minimum 180" cutting width; interior deck rings; minimum .138" upper deck and minimum .177" lower deck thickness; minimum .24" skirt thickness; round pan (stump jumper) blade holder, minimum of two (2) suction type blades; suspension system on axles; 5 bolt aircraft tires; safety chain shields (front & rear) with cable through chains; minimum 4" cutting capacity; self leveling clevis hitch.

**<u>240"(20') Minimum Specifications:</u>** Contoured double deck design cutter head, minimum 180" cutting width; interior deck rings; minimum .138" upper deck and minimum .177" lower deck thickness; minimum .24" skirt thickness; round pan (stump jumper) blade holder, minimum of two (2) suction type blades; suspension system on axles; 5 bolt aircraft tires; safety chain shields (front & rear) with cable through chains; minimum 4" cutting capacity; self leveling clevis hitch.

<u>COLOR</u> - Color to be manufacturer's standard over a prime coat.

**NOTE:** Complete unit(s) must be manufactured in accordance with the latest adopted OSHA or SAE Standards and amendments thereto.

The Missouri Highway and Transportation Commission reserves the right to waive technicalities and to reject any or all bids and no bid is final until formally accepted by the Commission.

# BUSH HOG® SM60 Side Mount Rotary Cutter



## FEATURES:

- · Ideal for rights-of-way and pond banks
- 60 inch cutting width
- Cutter head extends out 12 ft. from tractor center line
- Operates from 90° up to 85° down

SPECIFICATIONS					
Model	SM60				
Cutting Width	60 inches				
Transport Width	125 inches				
Minimum Tractor Weight	6000 lbs.				
Minimum∓ractor Lift Capacity	3200 lbs. (at 24 inches behind lift;pins)				
Hitch	Category II standard, Cat. II & III quick hitch				
Cutting Capacity	ivinch,				
Deck Thickness	10 gauge				
Blade Holder	Round				
Type Blades	1/2 x 3 inches, double edge				
Blade Tip Speed	17,300 fpm at 540 rpm				
Blade RPM	1101				
Blade:Rotation	Clockwise: but reversible:				
Cutter Head Movement	90.° up to 85° down				
Driveline	ASAE(Category 4, 540 or 1000 rpma as a second				
Hydraulic Pump Mounting	Machine only, PTO driven				
Hyd. Rump Capacity	35 gallons factory filled				
Hydraulic Capacity	24 G.P.M 540 rpm				
Overload Protection	Hydraulictrelief valve				
Counterweight	.275 lbs. standard				
Max.Extension.of Cutterhead	145 inches from tractor centerline				
Extension Arm Travel	31-1/4 inches				
Weight	41 (1675 lbs				
Front and Rear Deflectors	Standard equipment				
Options	Side/gauge wheel with solid or, iam tire, tailwheel assy tor mainframe, valve stand chain shielding				

# **RHINO DB150**

#### Specifications

	DB150
Cutting Width	60"
Cutting Height Range	Dependent Upon 3-Pt Lift
Cutting Capacity (Max.)	·1"
Min. Horsepower Required (with adequate front weig	hts) 60 HP
Overall Width (Head)	65-1/4 "
Overall Length (Head)	71-3/8"
Transport Width	119"
Tractor PTO	540/1000 RPM
Oil Reservoir Capacity	55 Gal.
Total Oil Capacity	60 Gal.
Blade Tip Speed (FPM)	20,028
Blade Carrier Type	Pan
Maximum Reach (from center line of tractor)	158"
Gearbox Protection	Relief Valve
Operation Up/Down	85 Degrees/90 Degrees
Side Skirt	10 Ga. x 9-1/4"
Deck Thickness	10 Ga.
Hitch	CAT II-III Q.H.
Replaceable Skid Shoes	Std.
Safety Deflectors	Std.
Weight (Approx.)	.2140 lbs.

30 Open/Closed Center Valve High Clearance Hitch Extension

540 or 1000 RPM -10

Front and Rear Single or Double Chain Guards 40

Rear-Mount Tailwheel 40

-.

Hydraulic Valve Mounting Plate Side-Mount Gauge Wheel 40

••



#### MISSOURI DEPARTMENT OF TRANSPORTATION REAR MOUNT, CONTOURED DOUBLE DECK DESIGN HEAVY-DUTY ROTARY MOWERS

**Item #1 Minimum Specifications:** Contoured double deck design cutter head, minimum .14" upper and lower deck thickness; minimum .24" skirt thickness; round pan (stump jumper) blade holder, minimum of two (2) suction type blades; lift type hitch (CAT II); puncture-proof, laminate tires); safety chain shields (front & rear) with cable through chains.

**Item #2 Minimum Specifications:** Contoured double deck design cutter head, minimum .14" upper and lower deck thickness; minimum .24" skirt thickness; round pan (stump jumper) blade holder, minimum of two (2) suction type blades; lift type hitch (CAT II); puncture-proof, laminate tires); safety chain shields (front & rear) with cable through chains.

**Item #3 Minimum Specifications:** Contoured double deck design cutter head, minimum .125" upper and lower deck thickness; minimum .19" skirt thickness; Round pan (stump jumper) blade holder, minimum of two (2) suction type blades; Semi-mount hitch (CAT II); 5 bolt Aircraft tires; safety chain shields (front & rear) with cable through chains.

**Item #4 Minimum Specifications:** Contoured double deck design cutter head, minimum .125" upper and lower deck thickness; minimum .19" skirt thickness; round pan (stump jumper) blade holder, minimum of two (2) suction type blades; semi-mount hitch (CAT II); 5 bolt aircraft tires; safety chain shields (front & rear) with cable through chains.

**Item #5 Minimum Specifications:** Contoured double deck design cutter head, minimum 180" cutting width; interior deck rings; minimum .138" upper deck and minimum .177" lower deck thickness; minimum .24" skirt thickness; round pan (stump jumper) blade holder, minimum of two (2) suction type blades; suspension system on axles; 5 bolt aircraft tires; safety chain shields (front & rear) with cable through chains; minimum 4" cutting capacity; self leveling clevis hitch.

**<u>COLOR</u>** - Color to be manufacturer's standard over a prime coat.

**NOTE:** Complete unit(s) must be manufactured in accordance with the latest adopted OSHA or SAE Standards and amendments thereto.

The Missouri Highway and Transportation Commission reserves the right to waive technicalities and to reject any or all bids and no bid is final until formally accepted by the Commission.

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

County of <u>Minnehaha</u>) State of <u>Sonth Daksta</u>)

My name is SHAWN Cleary. I am an authorized agent of Tiger Componentia

(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.** 

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Affiant 26 Aug 2009 Date

SHAWN T. Cleang Printed Name

Subscribed and sworn to before me this <u>26</u> day of <u>August</u>, 2009.

Mund Berani 6/6/14 Notary Public

SAMUEL POPOWSKI **Notary Public** SEAL South Dakota





## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

# <u>ARTICLE I</u>

## PURPOSE AND AUTHORITY

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

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

## <u>ARTICLE II</u>

## FUNCTIONS TO BE PERFORMED

## A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).





4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer antidiscrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative





nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

#### C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

- A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
- B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.
- 5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
  - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.





6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

J





adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 11. 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative The Employer further understands that any violation of the unfair nonconfirmations. immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as





authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

## D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the





contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-todate and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.





# ARTICLE III

## **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

## A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation again a soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

# B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible





after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

## ARTICLE IV

#### SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

## ARTICLE V

## PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take





mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.





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

Shawn Cleary		1991 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 -			 
Name (Please Type or Print)			Title	· ·	
			a an an an an an an a' taon an		
Electronically Signed			08/26/2009		
Signature			Date		 
Department of Homelan	d Security – V	erification Divisio	'n		

Date

Signature





Infor	mation Required for the E-Verify Program
nformation relating to your	Company:
Company Name:	Tiger Corporation
Company Facility Address:	3301 N. Louise Avenue
	Sloux Falls, SD 57107
Company Alternate Address:	
County or Parish:	MINNEHAHA
Employer Identification Number:	880329653
North American Industry Classification Systems Code:	같은 것
Parent Company:	Alamo Group, Inc.
Number of Employees:	20 to 99
Number of Sites Verified for:	

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

• SOUTH DAKOTA 1 site(s)





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

Name: Telephone Number: (605) 731 - 0404 E-mail Address:

Shawn Cleary scleary@alamo-group.com

Fax Number:

-2009 <del>-</del>2009

STATE OF MISSOURI County of Boone	September Session of the July Adjourned	<b>Term. 20</b> 09
County of Boone		
In the County Commission of said county,	the 10 <sup>th</sup> day of Septem	ber <b>20</b> 09
the following, among other proceedings, we	had, viz:	

Now on this day the County Commission of the County of Boone does hereby award bid 47-06Aug09 – Chip and Seal Application Projects to Missouri Petroleum Products Company LLC. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 10<sup>th</sup> day of September, 2009.

und S. Woren 45

Wendy S. Noren Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

hele

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

7-2009

STATE OF MISSOURI	September Session of the July Adjourned	
STATE OF MISSOURI County of Boone	a	
In the County Commission of said coun	10 <sup>th</sup> day of Septembe	er 20 09
the following, among other proceedings,		

Now on this day the County Commission of the County of Boone does hereby award bid 45-06Aug09 – Fairgrounds Road Asphalt Overlay & Drainage Project to Frech Paving Company. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 10<sup>th</sup> day of September, 2009.

endy S. Woren KS

Wendy S. Noren Clerk of the County Commission

Kenneth M. Pearson Presiding Gommissioner

helle ) M

Karen M. Miller District <u>I</u> Commissioner

Skip Elkin District II Commissioner

128-2009

STATE OF MISSOURI	September Session of the July Adjourned	Term. 20	09
County of Boone			
In the County Commission of said county, on the	10 <sup>th</sup> day of September	20	09

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

Now on this day the County Commission of the County of Boone does hereby approve the following Fixed Asset Request to add a PC workstation for position # 739 Chief Appraiser in the Assessor's Office:

Department	Account	Department Name	Qty	Unit Price	Amount
2010	91301	WWT Quote # 1114754.1			612.88
2010	91302	WWT Quote #: 1114754.1			33.65
		PC – Monitor –Symantec Assessor –			
		Kenny Mohr			

Done this 10<sup>th</sup> day of September, 2009.

Woren KS

Wendy S. Noten Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

helle ) in

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

-2009

STATE OF MISSOURI	September Se	ession of the J	uly Adjourned	<b>Term. 20</b> 09	
County of Boone					
In the County Commission	of said county, on the	$10^{\text{th}}$	day of September	<b>20</b> 09	

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

Now on this day the County Commission of the County of Boone does hereby authorize the transfer of Brian Leer to Position No. 541 – Sergeant at 103% of Mid-Point.

Done this 10<sup>th</sup> day of September, 2009.

Wendy S. Worren KJ Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

hiller me

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

-2009

STATE OF MISSOURI	Cea.	September Session of the July	y Adjo	urned	Term. 20	09
County of Boone	<b>J</b> ca.					
In the County Commission	of said county, on the	10 <sup>th</sup>	day of	September	20	09

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

Now on this day the County Commission of the County of Boone does hereby approve the use of Boone County Chambers to be used by the Central MO Coalition to Stop Human Trafficking (CMSHTC), for a round table discussion on Monday September 21.

Done this 10<sup>th</sup> day of September, 2009.

Jenely S. Woren KS

Wendy S. Noren Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

hiller)

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner



Boone County Government Center 801 E. Walnut, Room 245 Columbia, MO 65201 573-886-4305 • FAX 573-886-4311 E-mail: commission@boonecountymo.org

# **Boone County Commission**

#### APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Roger B Wilson Government Center or Centralia Satellite Office as follows:

Description of Use: <u>An educational and awareness raising meeting about the Slave Free Store Campaign</u>. <u>The Central MO Coalition</u> to Stop Human Trafficking (CMSHTC) will facilitate a round table discussion with local businesses who have expressed interest in the campaign.

Date(s) of Use: Monday, September 21\_\_\_\_\_

Time of Use: From: \_5:30 PM \_\_\_\_\_\_\_a.m./p.m. thru \_\_\_8:30 PM \_\_\_\_\_\_\_a.m./p.m.

# Facility requested: Courthouse Grounds - Courtyard Square - <u>Chambers</u> X - Rm220 - Rm208 - Rm139 Centralia Office

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

- 1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms.
- 2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
- 3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
- 4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
- 5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.
- 6. Organizations and user groups must provide any and all equipment needed for their event or presentation (i.e.; TV, projector, microphones, etc.)
- 7. Boone County reserves the right to cancel or alter your meeting schedule due to an emergency or any conflicts in scheduling for governmental use. If this should occur we would make every effort to contact you in ample time.

Name of Organization/Person: Central MO Stop Human Trafficking Coalition (CMSHTC)

Organization Representative/Title: <u>Malavika Ramakrishna- Board Member of CMSHTC</u>

Address/Phone Number: 24 East Ash St. Columbia MO 65203/ 573-823-8610

Date of Application: Sept. 4, 2009\_\_\_\_\_

## PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

TTEST:

Wendy S. Woren K5 County Clerk DATE: 9-10-2009

BOONE COUNTY, MISSOURI

County Commissioner

+31-2009

STATE OF MISSOURI		September Session	of the July Adjo	ourned	Term. 20	09
County of Boone	:a.					
In the County Commission of sai	id county, on the	10 <sup>th</sup>	day of	September	20	09

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

Now on this day the County Commission of the County of Boone does hereby approve the Boone County Board Application by Jessica Kempf for the Board of Equalization beginning on 9/10/2009 and expiring on 10/17/2011.

Done this 10<sup>th</sup> day of September, 2009.

S. Noren 5 Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

5 Miller acr,

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

¥

Ken Pearson, Presiding Commissioner Karen, M. Miller, District I Commissioner Skip Elkin, District II Commissioner

γ

nti

nterm



Boone County Government Cénter 801 E. Walnut, Room 245 Columbia, MO 65201 573-886-4305 • FAX 573-886-4311 E-mail: commission@boonecountymo.org

fective: 9/10/2009	E-mail: commiss
	<b>Boone County Commission</b>

# BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Board of Equalization	l		Term: <u>8/20/2009</u>
Current Township: Columbia		_ Todays's Date:	8/20/2009
Name: Jessica Kempf			
Home Address: 1600 Andretti Cir		Zip Code:	65201
Business Address: 1402 Hathman PI, Ste 100	0	Zip Code:	65201
Home Phone: 573-256-1551 Fax:573-442-6737	Work Phone: E-mail:	573-673-5152 jessica@craneandcra	ane.com
Qualifications: I am the Designated Broker for Crane & Cran years. I am very involved in the Columbia Boo Directors and will be the Chairperson for the Missouri Association of Realtors. I was born & county.	ard of RealtorsI am MLS Committee in 20	currently serving on the l )10. I am also a Director	Board of <del>for the</del>
Past Community Service: Along with the volunteer work I Columbia Chamber of Commerce the Board of Directors for the Do fundraising event for our clubho	ce participating on sev owntown Optimist Clu	veral committees: I also se b, and recently chaired th	erve on
References: Jeff Crane, 424-5793; Carol Van G Cellar, 356-0511; Becca Terry, 864 Schleeter, 808-1515		Cindy	

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

**Applicant Signature** 

Return Application To:	Boone County Commission Office
	Boone County Government Center
	801 East Walnut, Room 245
	Columbia, MO 65201
	Fax: 573-886-4311

432-2009

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	September Session of the July Adjourned	<b>Term. 20</b> 09
County of Boone		
In the County Commission of said county, on the	e 10 <sup>th</sup> day of September	<b>20</b> 09

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

Now on this day the County Commission of the County of Boone does hereby authorize the use of the American Recovery and Reinvestment Act (ARRA) funding for the Country Squire and Brown Station Neighborhood Improvement Districts.

Done this 10<sup>th</sup> day of September, 2009.

ATTEST:

٦.

loren 15 Wendy S. Noren

Clerk of the County Commission

MAR

Kenneth M. Pearson Presiding Commissioner

Milli) me.

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

-2009

STATE OF MISSOURI	l	September Session of the July Adjourned		Term. 20	09	
County of Boone	<b>f</b> ea.	a.				
In the County Commission	of said county, on the	10 <sup>th</sup>	day of	September	20	09

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

Now on this day the County Commission of the County of Boone does hereby approve the use of Boone County Courtyard Square to be used by Latter House Kingdom Ministries for prayer on 9/11/2009 from 12:00 p.m. to 1:00 p.m..

Done this 10<sup>th</sup> day of September, 2009.

Wendy S. Woren KS

Wendy S.<sup>1</sup>Noren Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

hilles

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

Sep 10 09 10:30a Pastor Diane 09/10/2009 07:51 FAX

25P 1 0 2000

p.4

5734747050

en and a second second	2009	Roger B. Wilson
Pearson, Presiding Commissioner M. Miller, District I Commissioner Elkin, District II Commissioner		Boone County Government Center 801 East Walnut Room 245 Columbia, MO 65201-7732 573-886-4305 • FAX 573-886-4311
Boone C	County Con	nmission
The undersigned organization hereby ap and/or Roger B Wilson Government Ce Description of Use: <u>Proyec</u> Date(s) of Use: <u>Friday</u> Time of Use: From: <u>12.00</u> Facility requested: Courthouse Grou Centralia Office	am. 6.17) thru CO Courtyard Squarets - Cha	LITIES County Courthouse Grounds
<ol> <li>To notify the Columbia Penabide by all applicable law</li> <li>To remove all trash or oth rooms by the organization</li> <li>To repair, replace, or pay landscape caused by partitrooms.</li> <li>To conduct its use of cour normal courthouse and/or</li> <li>To indemnify and hold the demands, damages, action attorney fees, judgments, participating in or attendit this application.</li> <li>Organizations and user gap projector, microphones, e</li> </ol>	olice Department and Boone County ws, ordinances and county policies in her debris that may be deposited (by p hal use. for the repair or replacement of dam- cipants in the organizational use of c rthouse grounds and/or rooms in such Boone County Government building the County of Boone, its officers, agen ns, causes of action or suits of any ki settlements on account of bodily inju- ng the organizational use on the coun- roouss must provide any and all equip- ted.)	Sheriff's Department of time and date of use and using Courthouse grounds or designated rooms. participants) on the courthouse grounds and/or in aged property including shrubs, flowers or other courthouse grounds and/or carpet and furnishings in h a manner as to not unreasonably interfere with
Name of Organization/Person:	atter House Kingdon	m Munistrier
		<u>Columbia MU (573) 474</u> -5885
	ors <u>, Enos &amp; Diane Cha</u> 0109	mberiun
	ORGANIZATIONAL USE OF BO	ONE COUNTY FACILITIES
The County of Boone hereby grants the	e above application for permit in acc	order of the Boone County Commission.
ATTEST:	BOONE CO	DUNTY, MISSOURI
Wendy S. Noren County Clerk () - 2009	~ #-5 Couldry Con	missioner
DATE: 7-10-2007		

888-9-AWAKE-US of 1-888-9-292-5387 See the page for The County you are in and see if you can help or lead. Websi: 1 minute move:> http://www.youtube.com/watch?v=37KINnRPgE0

# FLATETURER EFORTHER DEEN OF DORE DIRECTION FOR

Enos & Diane Chamberlain, Pastors 4914 Praineridge St. Columbia, MO 65202 Phone (573) 474-5885 Fax (573) 474-7050 www.latterhousekingdomministries.com

September 10, 2009

Boone County Commission Jessica Sapp, Secretary 801 East Walnut room 245 Columbia, MO 65201

**RE:** Application for Organizational Use of Boone County Facilities

Dear Jessica,

Attached please find a copy of the application for organization use of Boone County facilities. We are requesting to use the courtyard grounds for the purpose of prayer. A brief description is included with our application explaining our aim and purpose for this gathering.

We apologize for the delay in getting this information to your office as we were just informed on September 9, 2009 of the same. Please contact me, Diane Chamberlain, at (573) 819-7918 with a confirmation that we have been approved for the facility use. Thank you for your time and cooperation.

Sincerely,

ne Chamberlai

Pastors, Enos & Diane Chamberlain