

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned Term. 20 08

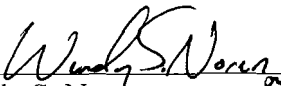
In the County Commission of said county, on the 4<sup>th</sup> day of November 20 08

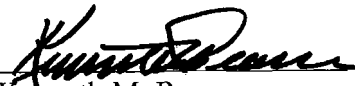
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the participation in Missouri's Highway Safety Program.


Done this 4<sup>th</sup> day of November, 2008.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner



Highway Safety Division  
P.O. Box 270  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

## COUNTY AUTHORIZATION

On November 4, 2008 the County Commission of Boone  
County discussed participation in Missouri's Highway Safety Program.

It is agreed the County should participate in Missouri's Highway Safety Program.  
It is further agreed the County Sheriff will investigate the possibilities of attaining  
financial assistance from the Highway Safety Division.

When funding from the Highway Safety Division is no longer available, the local  
government entity agrees to make a dedicated attempt to continue support for  
this traffic safety effort.

  
\_\_\_\_\_  
County Commissioner

  
\_\_\_\_\_  
County Commissioner

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

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November Session of the October Adjourned Term. 20 08

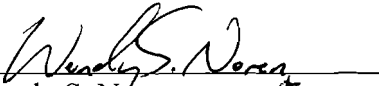
In the County Commission of said county, on the 4<sup>th</sup> day of November 20 08

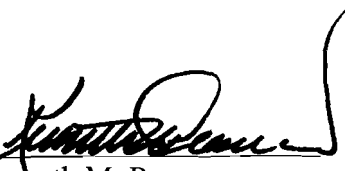
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the City of Columbia cooperative contract for Window Shades with Pioneer Window Works of Columbia, Missouri. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 4<sup>th</sup> day of November, 2008.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Kenneth M. Pearson  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

**PURCHASE AGREEMENT  
FOR  
WINDOW SHADES – TERM AND SUPPLY**

**THIS AGREEMENT** dated the 4<sup>th</sup> day of November 2008 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Pioneer Window Works**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the furnishing, delivery and installation of **Window Shades - Term and Supply** in compliance with all bid specifications and any addendum issued for the City of Columbia Contract 196/2007, Boone County Insurance Requirements and Prevailing Wage Order #15 with Excessive Unemployment in Effect. 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, the City of Columbia Contract 196/2007, Boone County Insurance Requirements and Prevailing Wage Order #15 with Excessive Unemployment shall prevail and control over the vendor's bid response.

2. **Contract Duration** - This agreement shall commence on the date written above and extend through **October 31, 2009**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one-year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with window shades and blinds on an as needed basis per the bid specifications.

4. **Response Time** - Vendor agrees to furnish, deliver and install window shades and blinds within 30 – 45 days after receipt of order.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Requesting 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 monthly statements within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

**PIONEER WINDOW WORKS, inc**

**BOONE COUNTY, MISSOURI**

by Lawrence E. (Larry) Schuster  
 title gen. mgr. 10-29-08

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

APPROVED AS TO FORM:

ATTEST:

[Signature]  
 County Counselor

Wendy S. Noren  
 Wendy S. Noren, County Clerk

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not result in a measurable county obligation at this time.)

No encumbrance required KLF 11/3/08 4061 / 71231 Term and Supply  
 Signature Date Appropriation Account



**CITY OF COLUMBIA  
PURCHASING DIVISION**

Melinda Pope, Procurement Officer  
800 Cherry St., Lower Level  
COLUMBIA, MO. 65201  
Phone: (573) 874-7375  
Fax: (573) 874-7762  
[MCP@gocolumbiamo.com](mailto:MCP@gocolumbiamo.com)

**CONTRACT ADD-ON ACCEPTANCE**

The City of Columbia agrees to add the following item to its contract #196/07 for the remainder of the term listed below. This information will then be considered to be added to the contract and the pricing will be considered to be firm through the end of the current contract period. Please contact the procurement officer listed below if you have any questions regarding this contract.

<b>DATE:</b>	October 28, 2008
<b>CONTRACT NUMBER:</b>	196/07
<b>CONTRACT DESCRIPTION:</b>	Window Shades
<b>AWARD DATE:</b>	October 28, 2008 thru October 31, 2009
<b>CONTRACT YEAR:</b>	2 of 5

<b>VENDOR:</b>	Pioneer Window Works 1101 Grand Ave Columbia, MO 65203 Attn: Larry Schuster Phone: 443-8389 Fax: 449-4271
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**ITEM: Levolor 1 inch Metal Blinds**

**PRICE: Cost - 57%**

Thanks,

A handwritten signature in cursive script that reads "Melinda Pope".

Melinda Pope  
Procurement Officer  
City of Columbia, Missouri

cc: Melinda Bobbitt



**CITY OF COLUMBIA  
PURCHASING DIVISION**

**Melinda Pope, Procurement Officer**  
500 Cherry St, Lower Level  
COLUMBIA, MO. 65201  
Phone (573) 874-7375  
Fax (573) 874-7762  
[mep@cocolumbia.mo.gov](mailto:mep@cocolumbia.mo.gov)

**CONTRACT ADD-ON REQUEST**

The City of Columbia is interested in adding the following item to its contract #196/07 with your firm. If interested, please return the add-on request back with the pricing information. This information will then be considered to be added onto the contract and the pricing will be considered to be firm through the end of the current contract period. Please contact the Procurement Officer shown above with questions regarding this contract.

**DATE:** October 8, 2008  
**CONTRACT NUMBER:** 196/07  
**CONTRACT DESCRIPTION:** Window Shades  
**AWARD DATE:** October 8, 2008 thru October 31, 2009  
**CONTRACT YEAR:** 2 of 5

**VENDOR:** Pioneer Window Works  
1101 Grand Ave  
Columbia, MO 65203  
Attn: Larry Schuster  
Phone: 443-8389  
Fax: 449-4271

**ITEMS:** Please quote percent off list price for Levolor 1 inch metal blinds - -57%  
Levolor 2 inch metal blinds - -57%

**PRICE:** \_\_\_\_\_

**AUTHORIZED SIGNATURE**

*Lawrence E. (Larry) Schuster*

**THANKS,**

**Melinda Pope**  
Procurement Officer / Purchasing Division  
City of Columbia, Missouri

# Levolor RIVIERA CLASSIC 1" mini blinds

## RETAIL PRICE LIST

(blinds sizes stated as width X height / price grid displays width across and height at side)

	23"	26"	29"	32"	36"	40"	44"	48"	52"	57"	62"	67"	72"	82"	92"	102"	112"	122"	132"	142"
42"	142	154	163	179	197	214	231	248	261	301	315	336	359	405	443	507	622	671	712	753
48"	154	163	184	192	221	237	255	272	288	330	351	372	397	443	489	555	674	731	777	819
54"	163	184	198	210	237	256	277	293	312	353	381	405	432	486	534	603	729	785	835	888
60"	183	192	210	229	255	277	300	315	339	382	407	439	464	525	580	655	779	845	901	954
66"	191	208	229	244	274	300	315	348	364	412	440	468	501	560	622	700	831	903	962	1020
72"	204	222	239	258	289	314	339	364	391	440	475	502	534	603	663	750	888	962	1022	1087
78"	214	237	256	277	309	335	362	391	416	468	502	534	566	643	710	798	938	1019	1087	1156
84"	229	249	272	293	330	353	383	412	442	500	533	566	603	684	752	845	994	1082	1151	1222
90"	239	261	285	307	349	379	406	439	465	525	560	602	638	721	797	897	1045	1137	1214	1293
96"	255	277	302	328	364	398	432	460	490	555	592	634	675	762	841	945	1104	1196	1273	1363
102"	267	289	314	339	382	416	448	486	519	582	627	663	709	801	889	993	1153	1253	1343	1439
108"	281	303	331	359	400	439	475	508	545	607	655	697	743	841	933	1043	1209	1310	1419	1512
114"	289	315	349	373	417	458	498	533	566	638	685	734	779	882	972	1093	1261	1385	1483	1578
120"	302	331	361	391	439	477	516	557	594	663	714	764	812	922	1017	1143	1316	1441	1546	1644
126"	312	349	378	406	458	500	538	581	622	692	746	797	852	962	1061	1190	1384	1500	1610	1716

freight to be added to final invoice

add 10% for specialty colors

add \$37 for blinds 17" in width or less

add \$40 per color for custom striping (6 colors maximum)

add \$90 for two blinds on one headrail

add \$125 for three blinds on one headrail

add \$50 for side cutout

add \$70 for center cutout

Special Contract Pricing (quote only) Available For:

quantities of 25 blind units or more

quantities of 500 square feet of blinds or more.

**PIONEER Window Works, Inc.**

1101 Grand Avenue

Columbia, MISSOURI 65203

(573) 443-8389 office

(573) 449-4271 facsimile

e-mail: [larryschuster57@hotmail.com](mailto:larryschuster57@hotmail.com)

October 27, 2008

(price list valid until Levolor issues a new price list -- often without notice)



# Levolor RIVIERA 2" horizontal blinds

## RETAIL PRICE LIST

(blinds sizes stated as width X height / price grid displays width across and height at side)

	23"	26"	29"	32"	36"	40"	44"	48"	52"	57"	62"	67"	72"	82"	92"	102"	112"	122"	132"	142"
42"	152	165	183	200	222	237	255	274	291	336	350	377	398	449	492	564	677	733	778	826
48"	165	183	204	214	244	263	280	303	321	368	390	414	439	492	542	615	738	801	849	902
54"	183	204	218	232	263	282	309	324	348	393	426	449	478	538	596	670	796	862	915	974
60"	198	214	232	253	280	309	330	350	379	427	455	488	517	583	642	728	853	928	988	1047
66"	213	229	253	272	306	330	350	384	402	457	489	522	557	625	690	777	911	990	1057	1118
72"	226	247	267	289	322	349	379	402	434	489	527	560	596	670	738	836	974	1057	1125	1197
78"	237	263	282	309	345	373	401	434	463	522	560	596	630	713	789	887	1031	1117	1197	1271
84"	254	276	303	324	363	393	428	457	491	555	594	630	670	759	838	940	1092	1187	1267	1344
90"	267	291	316	343	386	423	452	488	519	583	625	667	710	801	883	994	1149	1250	1336	1422
96"	280	309	335	362	402	441	478	510	544	615	660	706	748	844	936	1049	1210	1313	1401	1500
102"	293	322	349	379	427	463	500	538	575	645	694	738	785	891	987	1101	1268	1377	1478	1569
108"	310	336	364	398	443	488	527	565	602	676	728	775	825	936	1040	1156	1330	1443	1544	1643
114"	322	350	386	414	464	504	554	594	630	710	761	815	867	980	1079	1214	1386	1507	1612	1718
120"	335	364	400	434	488	529	572	617	662	738	794	847	903	1024	1131	1272	1448	1571	1680	1789
126"	348	386	421	452	504	555	599	643	690	771	827	883	942	1067	1180	1321	1505	1635	1751	1867

freight to be added to final invoice

at 3% for specialty colors

cotton twill tapes available for surcharge -- call for quote

add \$37 for blinds 17" in width or less

add \$40 per color for custom striping (6 colors maximum)

add \$90 for two blinds on one headrail

add \$125 for three blinds on one headrail

add \$50 for side cutout

add \$70 for center cutout

Special Contract Pricing (quote only) Available For:

quantities of 25 blind units or more

quantities of 500 square feet of blinds or more

**PIONEER Window Works, Inc.**

1101 Grand Avenue

Columbia, MISSOURI 65203

(573) 443-8389 office

(573) 449-4271 facsimile

e-mail: larryschuster57@hotmail.com

October 27, 2008

(price list valid until Levolor issues a new price list -- often without notice)

**PIONEER Window Works**

1101 Grand Avenue  
Columbia, MISSOURI 65203  
(573) 443-8389 voice / (573) 449-4271 fax

**Date:** October 28, 2008  
**To:** City of COLUMBIA, MO.  
Purchasing Division -- Ms Melinda Pope  
(573) 874-7375 voice  
**Re:** Contract Add-On Request  
**Fax number:** (573) 874-7762

**# of pages including cover page:** 4

**Fax  
Transmission**

- Please call to confirm receipt  
 Please respond by return fax  
 Call only if transmission is incomplete

e-mail address:

larryschuster57@hotmail.com

*Ms Pope:*

*As requested, please find two price lists for the Add On Request for Contract Number 196 / 07 Window Shades and the "Percent Off List Price Indication" as follows:*

- A) Levolor RIVIERA CLASSIC 1" aluminum horizontal mini blinds*
- B) Levolor RIVIERA 2" aluminum horizontal venetian blinds*
- C) Percent Off List Price Indication.*

*Note that contract pricing is available from Levolor Home Fashions -- Contract Division for blind quantities over 25 units or square footage that equals or exceeds 500 square feet. Use of this option significantly reduces the wholesale cost of the blinds which directly affects the price we are able to offer to you. If necessary specification sheets are available. Color sample decks are also available in our office.*

*Questions and / or comments may be directed to myself. If necessary my cell phone number is (573) 219-1376.*

*Best Wishes and Thank You !*

*Lawrence E. (Larry) Schuster*



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT  
PURCHASING DIVISION

November 26, 2007

NOTIFICATION OF AWARD - CITY OF COLUMBIA

CONTRACT FOR: Window Shades

Your firm has been awarded the contract herein in response to our recent Request for Quotation. Contract Period is award date through October 30, 2008. Please contact the Buyer shown below if there are any questions pertaining to this contract.

CONTRACT NUMBER	ITEMS AWARDED	VENDOR NUMBER	VENDOR INFORMATION
196/2007	See Attached Pricing Schedule	3232	Pioneer Window Works 1101 Grand Avenue Columbia, MO 65203 Phone: (573) 443-8389 Fax: (573) 449-4271

Melinda Pope  
Buyer/Purchasing  
573-874-7375

**Line Items**

#	Qty	UOM	Description	Response
1	1	EA	Quote percent off list price for Draper PW 4400 manual flex shade, Vinyl-coated polyester, flame retardant, 2 x 2 basketweave with approximately 3% openness factor, a single shade per window opening EXCEPT when size exceeds the maximum size available. Only in that instance will splits be allowed over vertical mullions.  A typical shade will be approximately 112" wide by 48" high.  Bidders must provide the current price list to which their quoted "percent off list price" will be applied.	_____%  1-5 units - 29% 6-15 units - 37% 16-25 units - 40%

Manufacturer: Phifer SheerWeave      Manufacturer #: Draper PW 4400

Item Notes: Vendor will take measurements as needed for each item ordered at no charge. No measurements shall be provided to the vendor by City staff.

Vendor Notes: \_\_\_\_\_

Vendor Note "A"

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Dimensions	Provide measurements of the largest single shade available for purchase under this contract.	144" x 144" (Required) will have seams
2	Custom Shades	Are custom made shades available should the City require a one piece shade that is larger than the ready-made shades provided by the manufacturer?	(Required) all shades are custom, custom shades over 144x144 are available

2	1	EA	Quote percent off list price for Draper PW 3500 manual flex shade, Vinyl-coated polyester, flame retardant, 2 x 2 basketweave with approximately 5% openness factor, a single shade per window opening EXCEPT when size exceeds the maximum size available. Only in that instance will splits be allowed over vertical mullions.  A typical shade will be approximately 112" wide by 48" high.  Bidders must provide the current price list to which their quoted "percent off list price" will be applied.	_____%  1-5 units - 29% 6-15 units - 37% 16-25 units - 40%
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Manufacturer: Phifer SheerWeave      Manufacturer #: Draper PW 3500

Item Notes: Vendor will take measurements as needed for each item ordered at no charge. No measurements shall be provided to the vendor by City staff.

Vendor Notes: \_\_\_\_\_

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Dimensions	Provide measurements of the largest shade available for purchase under this contract.	144" x 144" (Required) will have seams
2	Custom Shades	Are custom made shades available should the City require a one piece shade that is larger than the ready-made shades provided by the manufacturer?	(Required) see vendor note "A" above

3 1 EA Quote percent off list price for box header to be used in conjunction with Items 1 & 2 above. Whenever possible there will be one box header per window opening. Box headers shall \_\_\_\_\_% not be split.

Bidders must provide the current price list to which their quoted "percent off list price" will be applied.

1-5 - 29%  
6-15 - 37%  
16-25 - 40%

Manufacturer: Phifer SheerWeave Manufacturer #: Draper

Item Notes: Vendor will take measurements as needed for each item ordered at no charge. No measurements shall be provided to the vendor by City staff.

Vendor Notes: \_\_\_\_\_

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Dimensions	Provide measurements of the largest single shade available for purchase under this contract.	144" x 144" (Required) will have seams
2	Custom Shades	Are custom made shades available should the City require a one piece shade that is larger than the ready-made shades provided by the manufacturer?	(Required) see Vendor Note "A" pg 4 of 5

4 1 EA Quote percent off list price for fascia to be used in conjunction with Items 1 & 2 above. Whenever possible there will be one fascia per window opening. Fascias shall not be split. \_\_\_\_\_%

Bidders must provide the current price list to which their quoted "percent off list price" will be applied.

1-5 - 29%  
6-15 - 37%  
16-25 - 40%

Manufacturer: Phifer SheerWeave Manufacturer #: Draper

Item Notes: Vendor will take measurements as needed for each item ordered at no charge. No measurements shall be provided to the vendor by City staff.

Vendor Notes: \_\_\_\_\_

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Dimensions	Provide measurements of the largest single shade available for purchase under this contract.	144" x 144" (Required) will have seams
2	Custom Shades	Are custom made shades available should the City require a one piece shade that is larger than the ready-made shades provided by the manufacturer?	(Required) see Vendor note "A" pg 4 of 5

5 1 EA Installation of window shades and header or fascia described in Line Items 1-4 above. \_\_\_\_\_%

Vendor Notes: no extra charge for install - part of shade price, fit to be killed on order by order basis

## Base Price List for Clutch FlexShades with Mesh Style Fabric by Draper, inc.

Pioneer Window Works, inc. \* 1101 Grand Avenue \* Columbia, MO 65203 \* (573) 443-8389 voice / 449-4271 fax

### Shade Height Along Side / Shade Width Across Top

	36"	42"	48"	54"	60"	72"	84"	96"	108"	120"	132"	144"
36"	\$129.25	\$136.75	\$144.50	\$151.50	\$159.00	\$190.75	\$196.00	\$217.75	\$350.75	\$387.50	\$539.25	\$555.50
42"	\$137.50	\$145.50	\$153.75	\$161.50	\$169.25	\$204.25	\$209.50	\$233.50	\$362.75	\$400.75	\$553.50	\$570.25
48"	\$145.75	\$154.50	\$163.00	\$171.50	\$180.00	\$218.00	\$223.50	\$249.25	\$425.50	\$469.75	\$629.50	\$648.25
54"	\$154.00	\$163.00	\$172.25	\$181.25	\$190.00	\$231.50	\$237.00	\$300.50	\$427.50	\$572.50	\$630.75	\$649.50
60"	\$162.00	\$171.75	\$181.50	\$190.75	\$200.25	\$245.50	\$250.75	\$316.00	\$428.75	\$574.00	\$721.75	\$743.50
66"	\$170.50	\$180.50	\$191.00	\$200.75	\$211.00	\$259.25	\$264.50	\$324.75	\$430.00	\$575.50	\$770.75	\$793.75
72"	\$178.25	\$189.25	\$200.00	\$210.75	\$221.25	\$272.75	\$278.00	\$340.25	\$470.75	\$620.00	\$772.25	\$825.75
78"	\$186.50	\$198.00	\$209.25	\$220.50	\$231.50	\$286.25	\$291.50	\$356.00	\$472.25	\$621.75	\$773.75	\$827.25
84"	\$194.50	\$206.50	\$218.75	\$230.00	\$242.00	\$299.75	\$305.00	\$371.50	\$473.75	\$623.25	\$940.75	\$1,008.50
90"	\$202.75	\$215.25	\$227.75	\$239.75	\$252.25	\$313.50	\$318.75	\$394.50	\$611.50	\$775.75	\$942.25	\$1,010.25
96"	\$211.00	\$223.75	\$237.00	\$249.75	\$262.25	\$327.00	\$332.25	\$410.25	\$731.75	\$899.50	\$1,086.00	\$1,174.50
108"	\$266.75	\$240.50	\$255.00	\$268.75	\$282.75	\$353.75	\$359.00	\$441.00	\$814.50	\$904.50	\$1,091.00	\$1,179.50
120"	\$242.75	\$257.75	\$273.25	\$286.00	\$303.25	\$380.50	\$385.75	\$554.00	\$818.00	\$909.50	\$1,095.75	\$1,352.75
132"	\$258.75	\$274.70	\$291.25	\$307.25	\$323.25	\$407.25	\$456.75	\$585.00	\$821.25	\$914.50	\$1,205.50	\$1,356.25
144"	\$274.50	\$291.75	\$309.25	\$326.50	\$343.75	\$434.00	\$483.75	\$616.25	\$961.25	\$1,070.25	\$1,263.75	\$1,359.50

NOTE: shades in shaded area require 4 5/8" fascia or headbox

PW3500 (5% open) shades = base price as shown above

PW4400 (3% open) shades = base price as shown above + 6%

freight charges to be billed on a order by order basis / vendor invoice copy to be provided

### Headbox / Fascia Prices for Flex Shades

3 7/8" fsc	\$33.65	\$36.15	\$38.60	\$41.15	\$43.60	\$48.50	\$53.50	\$58.50	\$63.50	\$68.40	\$73.40	\$78.40
4 5/8" fsc	\$40.50	\$44.15	\$47.70	\$51.40	\$54.75	\$62.20	\$69.40	\$76.60	\$83.80	\$91.00	\$98.30	\$105.50
3 7/8" hdbx	\$64.00	\$70.30	\$76.60	\$83.00	\$89.20	\$101.80	\$114.50	\$127.00	\$139.60	\$152.25	\$164.90	\$177.50
4 5/8" hdbx	\$84.50	\$94.40	\$104.35	\$114.30	\$124.25	\$144.00	\$164.00	\$184.00	\$203.75	\$223.65	\$243.50	\$263.50

fsc = fascia

hdbx = headbox

# City of Columbia Purchasing

**Bid Information**

Bid Creator Key Adams Buyer  
 Email kaa@gocolumbiamo.com  
 Phone +1 (573) 874-7333  
 Fax +1 (573) 874-7762

Bid Number 196/2007 Addendum 1  
 Title Window Shades for Building Remodel Project, Term & Supply  
 Bid Type RFQ-F  
 Issue Date 09/28/2007  
 Close Date 10/17/2007 2:00:00 PM

**Contact Information**

Address

Contact  
 Department  
 Building  
 Floor/Room  
 Telephone  
 Fax  
 Email

**Ship to Information**

Address

Contact  
 Department  
 Building  
 Floor/Room  
 Telephone  
 Fax  
 Email

**Vendor Information**

Company Name Pioneer Window Shades, inc  
 Contact Name Larry Schuster  
 Address 1101 Grand Avenue  
Columbia, MO 65203

Telephone (573) 443-8389  
 Fax (573) 449-4271  
 Email Larryschuster57@hotmail.com

**Vendor Notes**

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**Signature**

*Lawrence E. (Larry) Schuster*

Date 10/17/07

**Bid Notes**

BIDDERS ARE ENCOURAGED TO USE THE ELECTRONIC BID SYSTEM FOR SUBMITTING BIDS AND MUST COMPLETE ALL REQUIRED FIELDS. NO FAX OR E-MAIL RESPONSES WILL BE ACCEPTED.

IF BIDDERS EXPERIENCE DIFFICULTY SUBMITTING THEIR BID, THEY MUST PRINT THE BID INVITATION DOCUMENT, COMPLETE THEIR BID ON THIS PAPER DOCUMENT, AND MAIL THE SEALED, PAPER BID AS FOLLOWS:

SEALED BIDS MAY BE SUBMITTED AT 800 CHERRY STREET, LOWER LEVEL, COLUMBIA MO 65201, UNTIL THE BID CLOSING DATE AND TIME.

**Bid Activities**

**Bid Messages**

**Bid Attachments**

The following attachments are associated with this opportunity and will need to be retrieved separately

Line	Filename	Description
Header	Terms & Conditions of Eblidding - Revised 8-31-07.pdf	Terms and Conditions of Electronic Bidding
Header	Prevailing Wage #14 Incremental #4- 8-21-07.pdf	Prevailing Wage Order #14

**Bid Attributes**

Please review the following and respond where necessary

#	Name	Note	Response
1	Terms and Conditions	Accept terms and conditions	Yes (Required)
2	Term and Supply Contract Conditions	TERM AND SUPPLY CONTRACT for furnishing City of Columbia with Window Shades and Box Headers or Facias, as needed and as requested, from date of award through October 30, 2008. AGREE PRICES WILL BE FIRM FOR THE FIRST YEAR OF THE CONTRACT PERIOD.	Yes, until (Required) Draper increases their price - 2 1/2% expected
3	Renewal Options	Term & Supply Contract Renewal Options: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City.	Yes (Required)
4	Prevailing Wage Acknowledgment	All workers (subcontractors included, if used) are to be paid not less than the prevailing hourly rate of wages as found by the State of Missouri's Division of Labor Standards, Annual Wage Order #14, which is attached as part of this bid document. Bidder acknowledges this requirement in the response field, to the right. If the bidder declares exemption for Prevailing Wage requirements, documentation must be provided with your bid response. This documentation may be faxed separately, before the bid closing date to the Purchasing Division at: 673-874-7762, attention Kay Adams, RFQ # 196/2007.	Yes (Required)
5	Certificate of Insurance Requirement Acknowledgment	The City of Columbia's insurance requirements have been attached to this bid document. The Bidder hereby acknowledges that these insurance requirements have been reviewed and if awarded a contract, bidder will provide a Certificate of Insurance meeting these requirements as set forth herein.	Yes - copy (Required) a current certificate of insurance attached
6	Descriptive Literature	Vendor shall provide Descriptive literature for each item shown in this bid document using any of the following methods: by uploading and attaching to their bid response; by emailing literature to the Buyer named on page 1 of this document; or by mailing descriptive literature to the City of Columbia Purchasing Division, 800 Cherry Street - Lower Level, Columbia, MO 65205. Literature sent via U. S. Mail must be received by the City Purchasing Division prior to Bid Closing Date and Time. (Please write bid number on outside of envelope.)  Color sample cards shall be mailed to the address shown above.	(Required)
7	Current Price List	The vendor shall confirm that their current price list has been provided with their bid. Please provide the expiration date (if any) of the attached price list.	Yes, expire (Required) between 04 or 06, 2008
8	Delivery ARO (After Receipt of Order)	Indicate number of calendar days required to deliver material after receipt of Purchase Order.	generally (Required) 30 in summer could be 45



9 Payment Terms

Please Indicate Payment Terms:

net 30 (Required)

**Bid Attributes**

Please review the following and respond where necessary

#	Name	Note	Response
1	Terms and Conditions	Accept terms and conditions	<u>Yes</u> (Required)
2	Term and Supply Contract Conditions	TERM AND SUPPLY CONTRACT for furnishing City of Columbia with Window Shades and Box Headers or Facias, as needed and as requested, from date of award through October 30, 2008. AGREE PRICES WILL BE FIRM FOR THE FIRST YEAR OF THE CONTRACT PERIOD.	<u>Yes, until</u> (Required) <i>Draper increases their prices - anticipating 2 1/2%</i>
3	Renewal Options	Term & Supply Contract Renewal Options: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City.	<u>YES</u> (Required)
4	Prevailing Wage Acknowledgment	All workers (subcontractors included, if used) are to be paid not less than the prevailing hourly rate of wages as found by the State of Missouri's Division of Labor Standards, Annual Wage Order #14, which is attached as part of this bid document. Bidder acknowledges this requirement in the response field, to the right. If the bidder declares exemption for Prevailing Wage requirements, documentation must be provided with your bid response. This documentation may be faxed separately, before the bid closing date to the Purchasing Division at: 573-874-7762, attention Kay Adams, RFQ # 196/2007.	<u>YES</u> (Required)
5	Certificate of Insurance Requirement Acknowledgment	The City of Columbia's insurance requirements have been attached to this bid document. The Bidder hereby acknowledges that these insurance requirements have been reviewed and if awarded a contract, bidder will provide a Certificate of Insurance meeting these requirements as set forth herein.	<u>Yes -</u> (Required) <i>current policy attached, some differences</i>
6	Descriptive Literature	Vendor shall provide Descriptive literature for each item shown in this bid document using any of the following methods: by uploading and attaching to their bid response; by emailing literature to the Buyer named on page 1 of this document; or by mailing descriptive literature to the City of Columbia Purchasing Division, 800 Cherry Street - Lower Level, Columbia, MO 65205. Literature sent via U. S. Mail must be received by the City Purchasing Division prior to Bid Closing Date and Time. (Please write bid number on outside of envelope.)  Color sample cards shall be mailed to the address shown above.	_____ (Required)
7	Current Price List	The vendor shall confirm that their current price list has been provided with their bid. Please provide the expiration date (if any) of the attached price list.	_____ (Required)
8	Delivery ARO (After Receipt of Order)	Indicate number of calendar days required to deliver material after receipt of Purchase Order.	_____ (Required)

# City of Columbia Purchasing

## Bid Information

Bid Creator Kay Adams Buyer  
Email kaa@gocolumbiamo.com  
Phone +1 (573) 874-7333  
Fax +1 (573) 874-7762  
  
Bid Number 196/2007 Addendum 1  
Title Window Shades for Building  
Remodel Project, Term & Supply  
  
Bid Type RFQ-F  
Issue Date 09/28/2007  
Close Date 10/17/2007 2:00:00 PM

## Contact Information

Address  
  
Contact  
Department  
Building  
Floor/Room  
Telephone  
Fax  
Email

## Ship to Information

Address  
  
Contact  
Department  
Building  
Floor/Room  
Telephone  
Fax  
Email

## Vendor Information

Company Name \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
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Telephone \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_  
  
Signature \_\_\_\_\_

## Vendor Notes

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Date    /    /

## Bid Notes

BIDDERS ARE ENCOURAGED TO USE THE ELECTRONIC BID SYSTEM FOR SUBMITTING BIDS AND MUST COMPLETE ALL REQUIRED FIELDS. NO FAX OR E-MAIL RESPONSES WILL BE ACCEPTED.

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SEALED BIDS MAY BE SUBMITTED AT 800 CHERRY STREET, LOWER LEVEL, COLUMBIA MO 65201, UNTIL THE BID CLOSING DATE AND TIME.

## Bid Activities

## Bid Messages

## Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

Line	Filename	Description
Header	Terms & Conditions of E bidding - Revised 8-31-07.pdf	Terms and Conditions of Electronic Bidding
Header	Prevailing Wage #14 Incremental #4- 8-21-07.pdf	Prevailing Wage Order #14

**Bid Attributes**

Please review the following and respond where necessary

#	Name	Note	Response
1	Terms and Conditions	Accept terms and conditions	_____ (Required)
2	Term and Supply Contract Conditions	TERM AND SUPPLY CONTRACT for furnishing City of Columbia with Window Shades and Box Headers or Facias, as needed and as requested, from date of award through October 30, 2008. AGREE PRICES WILL BE FIRM FOR THE FIRST YEAR OF THE CONTRACT PERIOD.	_____ (Required)
3	Renewal Options	Term & Supply Contract Renewal Options: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City.	_____ (Required)
4	Prevailing Wage Acknowledgment	All workers (subcontractors included, if used) are to be paid not less than the prevailing hourly rate of wages as found by the State of Missouri's Division of Labor Standards, Annual Wage Order #14, which is attached as part of this bid document. Bidder acknowledges this requirement in the response field, to the right. If the bidder declares exemption for Prevailing Wage requirements, documentation must be provided with your bid response. This documentation may be faxed separately, before the bid closing date to the Purchasing Division at: 573-874-7762, attention Kay Adams, RFQ # 196/2007.	_____ (Required)
5	Certificate of Insurance Requirement Acknowledgment	The City of Columbia's insurance requirements have been attached to this bid document. The Bidder hereby acknowledges that these insurance requirements have been reviewed and if awarded a contract, bidder will provide a Certificate of Insurance meeting these requirements as set forth herein.	_____ (Required)
6	Descriptive Literature	Vendor shall provide Descriptive literature for each item shown in this bid document using any of the following methods: by uploading and attaching to their bid response; by emailing literature to the Buyer named on page 1 of this document; or by mailing descriptive literature to the City of Columbia Purchasing Division, 800 Cherry Street - Lower Level, Columbia, MO 65205. Literature sent via U. S. Mail must be received by the City Purchasing Division prior to Bid Closing Date and Time. (Please write bid number on outside of envelope.)  Color sample cards shall be mailed to the address shown above.	_____ (Required)
7	Current Price List	The vendor shall confirm that their current price list has been provided with their bid. Please provide the expiration date (if any) of the attached price list.	_____ (Required)
8	Delivery ARO (After Receipt of Order)	Indicate number of calendar days required to deliver material after receipt of Purchase Order.	_____ (Required)

9 Payment Terms

Please Indicate Payment Terms:

\_\_\_\_\_ (Required)

**Line Items**

#	Qty	UOM	Description	Response
1	1	EA	Quote percent off list price for Draper PW 4400 manual flex shade, Vinyl-coated polyester, flame retardant, 2 x 2 basketweavewith approximately 3% openness factor, a single shade per window opening EXCEPT when size exceeds the maximum size available. Only in that instance will splits be allowed over vertical mullions.	_____ %

A typical shade will be approximately 112" wide by 48" high.

Bidders must provide the current price list to which their quoted "percent off list price" will be applied.

Manufacturer: Phifer SheerWeave      Manufacturer #: Draper PW 4400

Item Notes: Vendor will take measurements as needed for each item ordered at no charge. No measurements shall be provided to the vendor by City staff.

Vendor Notes: \_\_\_\_\_  
 \_\_\_\_\_

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Dimensions	Provide measurements of the largest single shade available for purchase under this contract.	_____ (Required)
2	Custom Shades	Are custom made shades available should the City require a one piece shade that is larger than the ready-made shades provided by the manufacturer?	_____ (Required)

1	EA	Quote percent off list price for Draper PW 3500 manual flex shade, Vinyl-coated polyester, flame retardant, 2 x 2 basketweavewith approximately 5% openness factor, a single shade per window opening EXCEPT when size exceeds the maximum size available. Only in that instance will splits be allowed over vertical mullions.	_____ %
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A typical shade will be approximately 112" wide by 48" high.

Bidders must provide the current price list to which their quoted "percent off list price" will be applied.

Manufacturer: Phifer SheerWeave      Manufacturer #: Draper PW 3500

Item Notes: Vendor will take measurements as needed for each item ordered at no charge. No measurements shall be provided to the vendor by City staff.

Vendor Notes: \_\_\_\_\_  
 \_\_\_\_\_

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Dimensions	Provide measurements of the largest shade available for purchase under this contract.	_____ (Required)
2	Custom Shades	Are custom made shades available should the City require a one piece shade that is larger than the ready-made shades provided by the manufacturer?	_____ (Required)

3 1 EA Quote percent off list price for box header to be used in conjunction with Items 1 & 2 above. Whenever possible there will be one box header per window opening. Box headers shall \_\_\_\_\_% not be split.

Bidders must provide the current price list to which their quoted "percent off list price" will be applied.

Manufacturer: Phifer SheerWeave Manufacturer #: Draper

Item Notes: Vendor will take measurements as needed for each item ordered at no charge. No measurements shall be provided to the vendor by City staff.

Vendor Notes: \_\_\_\_\_

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Dimensions	Provide measurements of the largest single shade available for purchase under this contract.	_____ (Required)
2	Custom Shades	Are custom made shades available should the City require a one piece shade that is larger than the ready-made shades provided by the manufacturer?	_____ (Required)

4 1 EA Quote percent off list price for facia to be used in conjunction with Items 1 & 2 above. Whenever possible there will be one facia per window opening. Facias shall not be split. \_\_\_\_\_%

Bidders must provide the current price list to which their quoted "percent off list price" will be applied.

Manufacturer: Phifer SheerWeave Manufacturer #: Draper

Item Notes: Vendor will take measurements as needed for each item ordered at no charge. No measurements shall be provided to the vendor by City staff.

Vendor Notes: \_\_\_\_\_

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Dimensions	Provide measurements of the largest single shade available for purchase under this contract.	_____ (Required)
2	Custom Shades	Are custom made shades available should the City require a one piece shade that is larger than the ready-made shades provided by the manufacturer?	_____ (Required)

5 1 EA Installation of window shades and header or facia described in Line Items 1-4 above. \$ \_\_\_\_\_

Vendor Notes: \_\_\_\_\_



## INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

The following terms and conditions, unless otherwise modified by the City of Columbia within this document, shall govern the submission of bids and subsequent contracts. The City of Columbia reserves the right to reject any bid that takes exception to these conditions.

### Definitions as used herein:

- a. The term "bid" means a solicitation of a formal or informal, sealed offer.
- b. The term "bidder" means the person, firm or corporation who submits a formal sealed bid.
- c. The term "City" means City of Columbia, MO.
- d. The term "City Council" means the governing body of the City of Columbia, MO.
- e. The term "contractor" means the bidder awarded a contract under this bid document.

1. **Submission of Bids:** Sealed bids, subject to Instructions and General Conditions, and any special conditions set forth herein, will be received at the Office of the Purchasing Agent, Lower Level, 800 Cherry Street., Columbia MO 65205, until the bid closing date and time indicated for furnishing the City of Columbia the materials, supplies, equipment or services shown in the bid request.
  - **Submission of Hard Copy Paper Bids:** Bidders may submit hard copy paper bids. If the bid was published by way of hard copy, the forms provided shall be utilized and submitted as outlined in the instructions. If the bid was an electronic bid only, all the questions asked in the electronic bid must be answered in the paper response and all documents attached to the electronic bid must be downloaded, printed and submitted to the Purchasing Division by the bid closing date and time in order to be considered.
  - **Electronic Bidding:** Bidders are encouraged to use the electronic bid system for the purpose of submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request by submitting a "no bid" and note your reason.
2. **Specifications:** Bidders shall identify the item to be furnished by brand or manufacturer's name and catalog numbers and shall also furnish specifications and descriptive literature.
3. **Item Descriptions:** Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned.
4. **Reserved Rights/Awards:** The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Purchasing Agent considers the most advantageous to the City. The City of Columbia awards contracts to the lowest responsive and responsible bidder. It shall be understood that "responsible" means best and the best bidder is not necessarily the lowest bid.



5. **Taxes:** Bidder shall not include Federal Excise Tax or Sales and Use Taxes in bid prices, as the City is exempt from them by law. A tax exemption letter will be furnished if required.
6. **Delivery:** The delivery date(s) or when work will start, if requested, shall be stated in definite terms, as they will be taken into consideration in making the award. The City of Columbia reserves the right to cancel all or part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Vendor or Contractor must notify the City Purchasing Agent.
7. **Freight:** All bids shall be submitted FOB Destination, Columbia, Missouri. Unit prices shall include all applicable freight and handling charges.
8. **Default:** In case of any default by the bidder, the City of Columbia may procure the product or service from other sources and hold the bidder responsible for any damages incurred including, but not limited to, excess cost or handling charge. The Purchasing Division shall have the right to remove any bidder who defaults on any contract with the City from all bidders' lists.
9. **Pricing:** Prices must be stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered.
10. **Payments:** Partial payment for delivered items or quantities of a bid may be made by the City of Columbia except in the case of "Lump Sum" bids. In the latter case, only one payment will be made in the amount of the Lump Sum price, with any Cash Discount quoted, after all the materials, supplies, or equipment have been fully delivered to the satisfaction of the Head of the Department to which the items were furnished, and the City Purchasing Agent.
11. **Addenda:** The Purchasing Agent, in the form of a written Addendum, will issue all changes, additions and/or clarifications in connection with this bid. Bidder shall review and return the signature sheet of any and all such addendum issued for said bid. In the event multiple copies of the bid are requested, equal number of addendum shall be included. In the event an addendum is not submitted with the bid by the time of bid closing, the Purchasing Agent shall make a determination as to whether or not submission of the addendum(s) may be waived as technicality or not. In general, any addendum which significantly alters the scope of work, terms of the contract or which revises any pricing information may not be waived. In the case of an addendum not submitted with the bid, which cannot be waived, the bid will be found non-responsive and will not be evaluated. Addendums that are informational in nature only and do not alter scope of work, contract terms or pricing may be agreed upon after bid opening and returned by bidder, signed, prior to contract award. It shall be the sole discretion of the Buyer of Record and the Purchasing Agent to make this determination.
12. **Receipt and Opening of Advertised Sealed Bids:** The bidders and public are invited, but not required, to attend the formal opening of bids. Prices will be read aloud to the public. No decisions related to an award of a contract or purchase order will be made at the opening.
  - a. It is the bidder's sole responsibility to ensure that a bid is successfully submitted with the Purchasing Division prior to the time and the date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the bidder.
  - b. All bids and tabulation sheets are kept by the Purchasing Division for a period of time established by regulation or statutes after the award is made, and are available for inspection at any time during regular working hours.

13. **Withdrawal of Bids:** Bids may be withdrawn without prejudice any time before the deadline for receipt of bids. If a mistake or error is discovered by the bidder or by the Purchasing Agent after the bid opening, the Purchasing Agent has the right to call this error to the bidder's attention and request verification of the bid. If the bidder acknowledges the mistake and requests relief, the Purchasing Agent will proceed in the following manner:
  - a. **Clerical Mistakes:** Any mistake which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal of prices, etc., may be corrected by the Purchasing Agent after verification is made by the bidder. However, the unit price shown shall always prevail.
  - b. **Withdrawal:** Permission to allow a bidder to withdraw his bid without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest bidder and of the other bidders, a bidder may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.
  - c. **Changes in pricing,** terms or conditions will not be permitted after the deadline for receipt of bids.
14. **Rebidding:** The Purchasing Agent reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another advertised date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be returned unopened to the offeror for re-submittal at the new date and time of bid closing.
15. **Bid Response:** The City is interested in doing business with your firm. In the event you are unable to quote on this requirement, please submit a "no bid response" which will indicate your desire to remain on the City's active vendor list. In addition, please indicate the reason/reasons you are unable to participate in this solicitation.
16. **Bid Acceptance:** A bid acceptance period of sixty (60) calendar days is required. Bids offering less than sixty (60) calendar days may be rejected. Unless otherwise indicated, sixty (60) days prevail. In the event bid evaluation and award are projected to exceed sixty (60) days, the Purchasing Agent may request bidder to extend bid acceptance time for a reasonable period of time in order to make award.
17. **Material Standards:** All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standards (OSHA) published in the Federal Register or other nationally recognized certifying body.
18. **Inspection and Acceptance:** Inspection and acceptance will be at destination. Until delivery and acceptance, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the City.
19. **Variation in Quantity:** No variation in the quantity of any item called for in this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
20. **Commercial Warranty:** The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract or by law.
21. **Discounts:** Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the City, whichever is later. For discount purposes, payment is made when the check is mailed.

22. **Patents:** The successful bidder shall defend, indemnify and save harmless, the City of Columbia, Missouri, against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the material to be furnished.
23. **Hold Harmless Agreement:** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Columbia from its own negligence.
24. **Contract Changes:** The Purchasing Agent may at any time, by a written order, make changes within the general scope of this contract in (a) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City in accordance therewith, (b) method of shipment or packing, and (c) place of delivery. If any such change causes an increase or decrease, an equitable adjustment shall be made by written modification of the contract. Any claim by the Contractor for adjustment under this clause must be made within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided that the Purchasing Agent, if he or she decides that the facts justify such action, may receive and act upon such claim if submitted prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute within the meaning of the paragraph entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
25. **Disputes:** If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the Contractor and the City Department responsible for the administration of this contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the Purchasing Agent with advice of the City Counselor, shall resolve the dispute and send a written copy of his decision to the Contractor and the responsible City Department.
26. **Termination for Default:** The Purchasing Agent may, by written notice, terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including the excess cost of reprocurring similar supplies or services; provided, that if (a) it is determined for any reason that the Contractor was not in default or, (b) failure to perform is beyond the Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. In general, termination for default shall be effective ten (10) days from the Contractor's receipt of notice. In the event the goods or services provided under the contract are deemed to serve an emergency purpose, and the provision of those goods/services is somehow compromised, the Purchasing Agent reserves the right to issue an immediate, same day, termination notice and secure the goods/services elsewhere.
27. **Termination for Convenience:** The Purchasing Agent may, by written notice, terminate this contract in whole or in part when it is in the best interest of the City. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent that this contract is for services and is so terminated, the City shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination for convenience shall be effective thirty (30) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.

28. **Term & Supply Contract Defined:** A term and supply contract shall be deemed to mean a contract under which the supplier of articles, commodities, supplies, materials and equipment agrees to furnish all of the needs of the various departments of the City for the articles, commodities, supplies, materials and equipment set forth in the quotation, during the period of the contract at the unit price bid and as required from time to time by the City, be such needs in excess of or less than the estimated quantities set forth in the Request for Quotation. The contract will provide that the City will purchase, by issuance of Purchase Orders, such articles, commodities, supplies, materials and equipment solely from the supplier to whom the requirement contract is awarded for the contract term.
29. **Estimated Quantities:** The estimated quantities indicated in this Request for Quotation represent anticipated requirements only and are not purchased hereby, nor is the City obligated in any way to purchase the quantities shown. The right is reserved to exceed or diminish these estimates or to omit any one or more items if desired.
30. **Fund Allocation:** Continuance of any resulting agreement, contract or issuance of purchase orders after September 30 of the current calendar year is contingent upon the allocation of City funds for the next proceeding fiscal year, (10/1-9/30).
31. **Conflict of Interest:** No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
- OFFICIALS NOT TO BENEFIT:** No regular employee or elected or appointed member of the City Government shall be admitted to any share or part of this contract, or to any benefit that shall arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
32. **Hazardous Material:** When material furnished is hazardous material as defined by D.O.T. regulations, the following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations of the Department of Transportation."
33. **Domestic Products:** Bidders are encouraged to offer products manufactured, assembled or produced in the United States if the quality and price are comparable with other goods.
34. **Debarment and Suspension:** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administrations List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department , agency or prevision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

35. **Americans with Disabilities Act:** The successful contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this contract involves the contractor providing services directly to the public, the successful contractor shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon the successful contractor certifying to the City Manager in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35 and suspension.
36. **Non-Discrimination in Employment:** In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
37. **DBE Firms:** It is the policy of the City of Columbia that businesses owned by socially and economically disadvantaged individuals have an opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the requirements of 49 CFR Part 26 (as amended) and the City's implementing state regulations in Title 7 CSR Division 10, Chapter 8, "Disadvantaged Business Enterprise Program", will apply to any contract with federal funds. If federal funds are involved in this contract they shall be so identified in the Notice to Bidders.
38. **Business License Requirements:** Unless exempted by City ordinance, any company awarded a contract with the City, who operates an office(s) within the City limits of Columbia, will be required to obtain a business license.

## BOONE COUNTY INSURANCE REQUIREMENTS

**Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

**Compensation Insurance -** The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

**Comprehensive General Liability Insurance -** The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

**COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

## BOONE COUNTY INSURANCE REQUIREMENTS

**Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which **name the County as additional insured** in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

**INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

PREVAILING WAGE NOTICE OF EXCESSIVE UNEMPLOYMENT

**\*\*\* NOW IN EFFECT \*\*\***

Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. (See Sections 290.550 through 290.580 RSMo.) The unemployment rate has exceeded 5% for the past two months. Therefore, this statute is in effect and will remain in effect as long as this notice is posted. For questions call (573) 751-3403. View the Frequently Asked Questions at [http://www.dolir.mo.gov/ls/faq/faq\\_PublicWorksEmployment.asp](http://www.dolir.mo.gov/ls/faq/faq_PublicWorksEmployment.asp) or view the statute 290.550 - 290.580 RSMo, at <http://www.moga.state.mo.us/statutes/C290.HTM>.

Nonrestrictive states, which includes the District of Columbia and the territories, and the words "United States" includes such district and territories, as of January 2008 are: Alabama, American Samoa, Arkansas, Georgia, Guam, Hawaii, Indiana, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Nebraska, New Hampshire, New Mexico, New York, North Carolina, Northern Mariana Islands, Ohio, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington and Wisconsin.

Close



# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



MATT BLUNT, Governor

## Annual Wage Order No. 15

Section 010  
BOONE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Paul Buckley, Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2008

Last Date Objections May Be Filed: April 9, 2008

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Effective Date of	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker			\$32.83	FED		\$7.81
Boilermaker			\$31.00	57	7	\$18.75
Bricklayers - Stone Mason			\$26.98	59	7	\$11.20
Carpenter			\$23.23	60	15	\$9.96
Cement Mason			\$22.34	9	3	\$10.09
Electrician (Inside Wireman)			\$28.18	28	7	\$10.96 + 13%
Communication Technician			USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor		a	\$37.115	26	54	\$16.23
Operating Engineer						
Group I			\$25.02	86	66	\$16.42
Group II			\$25.02	86	66	\$16.42
Group III			\$23.77	86	66	\$16.42
Group III-A			\$25.02	86	66	\$16.42
Group IV			\$22.79	86	66	\$16.42
Group V			\$25.72	86	66	\$16.42
Pipe Fitter		b	\$32.25	91	69	\$19.18
Glazier			\$29.48	87	31	\$16.13 + 13.2%
Laborer (Building):						
General			\$18.92	110	7	\$9.43
First Semi-Skilled			\$20.92	110	7	\$9.43
Second Semi-Skilled			\$19.92	110	7	\$9.43
Lather			USE CARPENTER RATE			
Linoleum Layer & Cutter			USE CARPENTER RATE			
Marble Mason			\$26.98	59	7	\$11.20
Millwright			\$24.23	60	15	\$9.96
Iron Worker			\$24.65	11	8	\$15.87
Painter			\$20.40	18	7	\$8.77
Plasterer			\$21.36	94	5	\$9.88
Plumber		b	\$32.25	91	69	\$19.18
Pile Driver			\$24.23	60	15	\$9.96
Roofer			\$25.75	12	4	\$10.69
Sheet Metal Worker			\$26.12	40	23	\$11.93
Sprinkler Fitter			\$30.59	33	19	\$14.30
Terrazzo Worker			\$26.98	59	7	\$11.20
Tile Setter			\$29.79	25	4	\$10.26
Truck Driver - Teamster						
Group I			\$21.65	101	5	\$8.00
Group II			\$22.30	101	5	\$8.00
Group III			\$21.80	101	5	\$8.00
Group IV			\$22.30	101	5	\$8.00
Traffic Control Service Driver						
Welders - Acetylene & Electric		*				

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

Building Construction Rates for  
BOONE County Footnotes

Section 010

OCCUPATIONAL TITLE	Effective Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

\* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

Use Building Construction Rates on Building(s) and All Immediate Attachments. Use Heavy Construction rates for remainder of project. For the occupational titles not listed in Heavy Construction Sheets, use Rates shown on Building Construction Rate Sheet.

- a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%
- b -All work over \$7 Mil. Total Mech. Contract - \$32.25, Fringes - \$19.18
- All work under \$7 Mil. Total Mech. Contract - \$30.91, Fringes - \$14.65

**REPLACEMENT PAGE**  
**BOONE COUNTY**  
**OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 9:** Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

**NO. 11:** Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

**NO. 12:** Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

**NO. 18:** Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

**NO. 25:** Means regular working hours of eight (8) hours shall constitute a working day between the hours of 8:00 a.m. to 4:30 p.m. in a forty (40) hour working week of Monday through Friday. Employment on Saturday, Sunday and legal holidays, and employment before or after the regular working hours shall be considered overtime. Employment on Saturday, Sunday and legal holidays shall be paid for at twice (2) the regular hourly rate. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice (2) the regular hourly rate.

**NO. 26:** Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

**REPLACEMENT PAGE**  
**BOONE COUNTY**  
**OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 28:** Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

**NO. 33:** Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

**NO. 40:** Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 7:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

**NO. 55:** Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, all time worked on Saturday, shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay.

**REPLACEMENT PAGE**  
**BOONE COUNTY**  
**OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 59:** Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

**NO. 60:** Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. **SATURDAY MAKE-UP DAY:** If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. Friday must be scheduled for no more than ten (10) hours at the straight time rate, but all hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. **NOTE:** All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

**NO. 86:** Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

**NO. 87:** Means eight (8) hours starting between 6:00 a.m. and 8:00 a.m. and ending between 2:30 p.m. and 4:30 p.m. at the Employers discretion shall constitute a day's work. Any work prior to 6:00 a.m. or after eight (8) hours shall be paid at the overtime rate. Five (5) days from Monday through Friday inclusive shall constitute a regular work week. All hours before and after these regular hours shall be considered overtime and shall be paid for at the rate of double (2) time. All work on Saturday and Sunday shall be paid at double (2) the prevailing scale of wages.

**REPLACEMENT PAGE**  
**BOONE COUNTY**  
**OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 91:** Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Saturdays, Sundays and recognized holidays shall be paid at the double (2) time rate of pay.

**NO. 94:** Means eight (8) hours shall constitute a days work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

**NO. 101:** Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

**NO. 110:** Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain and mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. Friday must be scheduled for at least eight (8) hours and no more than ten (10) hours at the straight time rate, but all hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate.

**REPLACEMENT PAGE  
BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 3:** All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

**NO. 4:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

**NO. 5:** All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

**NO. 7:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

**NO. 8:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

**NO. 15:** All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.

**NO. 19:** All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

**NO. 23:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday.

**NO. 31:** All work done on New Year's Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and Employee's Birthday shall be paid at the double time rate of pay. If a holiday falls on Sunday, the following Monday will be observed as the recognized holiday. If a holiday falls on Saturday, the preceding Friday will be observed as the recognized holiday.

**NO. 54:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

**NO. 60:** All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.



**REPLACEMENT PAGE  
BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 66:** All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

**NO. 69:** All work performed on New Year's Day, Decoration Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas will also be holidays, but if the employer chooses to work these days, the employee will be paid at straight-time rate of pay. If a holiday falls on a Sunday in a particular year, the holiday will be observed on the following Monday.

Heavy Construction Rates for  
BOONE County

Section 010

OCCUPATIONAL TITLE	*Effective Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
<b>CARPENTER</b>					
Journeyman		\$27.21	7	16	\$9.76
Millwright		\$27.21	7	16	\$9.76
Pile Driver Worker		\$27.21	7	16	\$9.76
<b>OPERATING ENGINEER</b>					
Group I		\$24.10	21	5	\$16.34
Group II		\$23.75	21	5	\$16.34
Group III		\$23.55	21	5	\$16.34
Group IV		\$19.90	21	5	\$16.34
Oiler-Driver		\$19.90	21	5	\$16.34
<b>LABORER</b>					
General Laborer		\$22.97	2	4	\$8.78
Skilled Laborer		\$23.57	2	4	\$8.78
<b>TRUCK DRIVER - TEAMSTER</b>					
Group I		\$25.02	22	19	\$8.35
Group II		\$25.18	22	19	\$8.35
Group III		\$25.17	22	19	\$8.35
Group IV		\$25.29	22	19	\$8.35

For the occupational titles not listed on the Heavy Construction Rate Sheet, use Rates shown on the Building Construction Rate Sheet.

**BOONE COUNTY  
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

**NO. 2:** Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work.

**NO. 7:** Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

**NO. 21:** Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

**NO. 22:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**BOONE COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

**NO. 4:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the double time rate of pay. When a holiday falls on a Sunday, Monday shall be observed.

**NO. 5:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

**NO. 16:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 19:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

## OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

Adair, Audrain, Boone, Callaway, Camden, Carter, Chariton, Clark, Cole, Cooper, Crawford, Dent, Franklin, Gasconade, Howard, Howell, Iron, Jefferson, Knox, Lewis, Lincoln, Linn, Macon, Maries, Marion, Miller, Moniteau, Monroe, Montgomery, Morgan, Oregon, Osage, Perry, Phelps, Pike, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, St. Charles, St. Francois, St. Louis City, St. Louis County, Ste. Genevieve, Schuyler, Scotland, Shannon, Shelby, Sullivan, Texas, Warren, and Washington

### COMMERCIAL WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
<b>Journeyman Lineman</b>	\$32.38	\$4.75 + 41.55%
<b>Lineman Operator</b>	\$27.96	\$4.75 + 41.55%
<b>Groundman</b>	\$21.62	\$4.75 + 41.55%

**OVERTIME RATE:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**HOLIDAY RATE:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday.

### UTILITY WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
<b>Journeyman Lineman</b>	\$32.38	\$4.75 + 37.55%
<b>Lineman Operator</b>	\$27.96	\$4.75 + 37.55%
<b>Groundman</b>	\$21.62	\$4.75 + 37.55%

**OVERTIME RATE:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**HOLIDAY RATE:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday.

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

November Session of the October Adjourned Term. 20 08

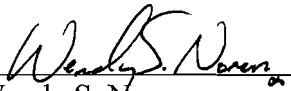
In the County Commission of said county, on the 4<sup>th</sup> day of November 20 08

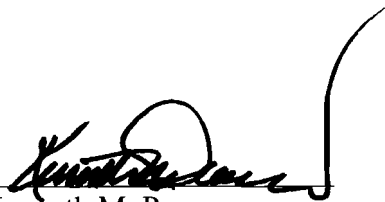
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the City of Columbia cooperative contract MM55 for Gasoline and Diesel Fuel with Brownfield Oil Company, Inc. of Moberly, Missouri. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 4<sup>th</sup> day of November, 2008.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Kenneth M. Pearson  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

**PURCHASE AGREEMENT  
FOR  
GASOLINE AND DIESEL FUEL TERM AND SUPPLY**

**THIS AGREEMENT** dated the 4<sup>th</sup> day of, November 2008 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Brownfield Oil Company, Inc.**, herein, "Contractor."

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


1. **Contract Documents** - This agreement shall consist of this agreement for Gasoline and Diesel Fuel Term and Supply, Mid-Missouri Public Purchasing Cooperative *Request for Bid* for Gasoline and Diesel Fuel Term and Supply, bid number **MM55**, Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding, General Provisions, Specifications, City of Columbia's letter dated October 7, 2008, as well as the bid sheets completed by Contractor (signed by Matt Brownfield). All such documents shall constitute the contract documents, true copies of the same being attached hereto and maintained in the Boone County Purchasing Department and are incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications for the term and supply contract, General Conditions of Bidding and General Provisions, shall prevail and control over the Contractor's bid response.
2. **Basic Services** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the Cooperative with gasoline and diesel fuel when and as required by County; purchases shall be made on the basis of daily OPIS Fax-A-Rack prices at the Columbia, Missouri terminal plus the marginal increase set forth in the Contractor's bid response. Contractor further agrees to provide the tanks, stands and those tanks with containment units at the County's remote sites.
3. **Delivery** - Contractor agrees to deliver for all requests in accordance with the bidding specifications and Contractor bid response.
4. **Billing and Payment** - All billing shall be invoiced to the County department placing the order and billings may only include the prices listed in the Contractor's bid response. The County agrees to pay all invoices within ten days of receipt. No other fees shall be included as additional charges in excess of the charges in the Contractor's response to the bid specifications. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Contract Duration** - The contract period shall begin on **October 14, 2008 and extend through September 30, 2009**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.


- 7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 8. **Termination** - This agreement may be terminated by the County upon ten days advance written notice for any of the following reasons or under any of the following circumstances.
  - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
  - b. County may terminate this agreement if in the opinion of the Boone County Commission service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or
  - c. If appropriations are not made available and budgeted for any calendar year.

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

**BRONWFIELD OIL COMPANY, INC.**

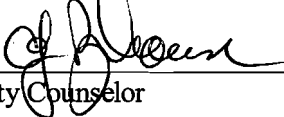
**BOONE COUNTY, MISSOURI**

by   
title PRESIDENT

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

APPROVED AS TO FORM:

ATTEST:

  
County Counselor

  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

<u>No Encumbrance Required</u>	<u>10/28/08</u>	<u>2040 / 59000 Term/Supply</u>
Signature <u>by cg</u>	Date	Appropriation Account



October 7, 2008

Brownfield Oil Company, Inc.  
PO Box 386  
1415 Riley Industrial Dr  
Moberly, Mo 65270  
Attn: Matthew Brownfield, President

RE: City of Columbia Request for Quotation #MM55  
Gasoline and Diesel Fuel for Mid Missouri Public Purchasing Cooperative  
Term and Supply

Mr. Brownfield:

The Mid Missouri Public Purchasing Cooperative has completed the evaluation of bids received for the above services and has accepted your bid dated September 16, 2008 pending clarification of the following items:

As discussed in the meeting with you, Mr. Gillett and the Cooperative on Sept 29<sup>th</sup>, Brownfield would agree to either purchase the tanks, stands and those tanks with containment units at the County and City's remote sites from MFA Oil, or replace them at no additional cost. County and City are willing to work with you in supplying some of the secondary containment units if necessary.

Award of this contract will be based on the prices submitted in your bid. There will be no additional fees or charges for these services.

If Brownfield Oil is still in agreement with these terms, then forward your Certificate of Insurance with coverage meeting the city's insurance requirements. A copy of these requirements is attached.

The City of Columbia needs to be named as "additional insured" on the certificate. Please forward this document to City Purchasing at your earliest opportunity. Our fax # is 573-874-7762.

When the insurance certificate has been received, a Notice of Award will be forwarded to you, after which department purchase orders will be issued for fuel as needed.

Sincerely,

Elizabeth Sanders, CPPB  
City Purchasing Division

Attachment



# CITY OF COLUMBIA, MISSOURI

October 14, 2008

FINANCE DEPARTMENT  
PURCHASING DIVISION

## NOTIFICATION OF AWARD

CITY OF COLUMBIA CONTRACT

GASOLINE AND DIESEL FUEL SUPPLY  
TERM AND SUPPLY


CONTRACT PERIOD: effective this date September 30, 2009.

Your firm is has been awarded this contract per your response to RFQ MM55. Arrangements with each participating member of the Mid Missouri Public Purchasing Cooperative shall be made by your firm in order to render services as described in the attached bid documents and your bid response. Please contact the procurement officer shown below if there are any questions pertaining to this award.

CONTRACT NUMBER	ITEMS AWARDED	VENDOR NUMBER	VENDOR NAME/ADDRESS/PHONE
MM55	Service per attached	2634	Brownfield Oil Company, Inc. Attn: Matt Brownfield PO Box 386 1415 Riley Industrial Dr. Moberly, Mo 65270 800-373-1645 Fax: 660-263-8032

PAYMENT TERMS: Net 10

Service: as needed and scheduled  
with MMPPC participating members

  
Elizabeth Sanders, CPPB  
Senior Procurement Officer  
City Purchasing Division

cc: City departments (attached list)  
MMPPC members- Melinda Bobbitt, Boone County Purchasing  
Greg Cooper, Columbia Public Schools

800 CHERRY ST., LOWER LEVEL • P.O. Box 6015 • COLUMBIA, MISSOURI 65205  
(573) 874-7376 • FAX (573) 874-7762



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

Sheet 6

Bid Number: MM55

TERM AND SUPPLY CONTRACT FOR THE DELIVERY OF GASOLINE AND DIESEL FUEL TO THE MID-MISSOURI PUBLIC PURCHASING COOPERATIVE, ON AN AS NEEDED BASIS, FROM DATE OF AWARD THROUGH SEPTEMBER 30, 2009 WITH A UNILATERAL OPTION BY THE COOPERATIVE TO RENEW FOR FOUR (4) ADDITIONAL ONE-YEAR PERIODS UNDER THE FIRST YEAR CONTRACT TERMS AND CONDITIONS, WITH EACH RENEWAL PERIOD TO BE EXERCISED SEPARATELY.

**COOPERATIVE MEMBERS:**

Participating entities in this contract are:

1. City of Columbia, 800 East Cherry St, Columbia, Mo 65201  
Contact: Elizabeth Sanders, Senior Procurement Officer  
(573) 874-6317
2. Boone County, 601 E. Walnut, Columbia, Mo 65201  
Contact: Melinda Bobbitt, Purchasing Director  
(573) 886-4391
3. Columbia School District, 6006 W. Van Horn Tavern Rd, Columbia, Mo 65203  
Contact: Greg Cooper, Purchasing Agent  
(573) 214-3770

**VENDOR:** Will you agree to extend the services as quoted herein to other government entities participating in cooperative purchasing with the Mid-Missouri Public Purchasing Cooperative? A list of the current members is attached to this bid. If you agree to extend services cooperatively, but only within a specified mile radius, provide this information here with your indication of agreement:  
*"I agree to provide services as indicated herein to entities participating in cooperative purchasing with MMPPC whose facilities are within 40 miles of the city limits of Columbia."* If bidder is willing to extend services to entities outside this mile radius, with delivery charges additional, submit an attachment with description of delivery fees.

OR, NO, I decline to extend services to participating members of cooperative purchasing, outside of those listed in this bid.  
\_\_\_\_\_ (X)

A negative answer to the above is not an evaluation factor for award of this contract.

**DETAILED SPECIFICATIONS**

1. **QUANTITIES/LOCATIONS**  
Refer to Exhibit A for information concerning the delivery locations covered by this contract. Also shown is the estimated annual usage of each type of fuel by facility along with the number and size of tanks at each location. The quantities indicated are estimates only, based on past usage, and the Cooperative reserves the right to increase or decrease the quantities to meet its operating needs. Tanks of 500 gallons or less may be moved from one location to another, or added to or deleted from this list at no additional expense to the Cooperative members. *Successful bidder shall be responsible for furnishing tanks of 500 gallon size or less for the Cooperative's use if not user owned, at no additional cost.* Boone County uses six tanks that are vendor owned in this size range.
2. **PRICING**  
Bidders shall state a firm price per gross gallon. All bids shall be *net before taxes* (Federal, State or City).
3. **PURCHASE ORDERS**  
Purchase orders will be issued to the successful bidder by each participating entity to cover the contract period. Gasoline and distillate will be ordered, as needed, by personnel authorized by each Cooperative member. Delivery is to be made within 24 hours after placement of order. The successful bidder will be required to name a contact person and phone number through whom deliveries will be made. Bidders shall also provide a contact person who

can be reached 24 hours/7 days per week during an emergency. In case of emergencies, fuel must be delivered within 4-6 hours after notification by the Cooperative member to the vendor.

4. AWARD

The Cooperative will offer award of this contract to the vendor or vendors with the best offer to meet the overall operating needs of its members.

5. PRICE COMPUTATION

Bidders shall quote a firm mark-up per gallon to be applied to the daily OPIS wholesale price as published in the publication U.S. Oil Week for Columbia, Missouri.

Invoices for fuel shall be forwarded to the respective cooperative member each time fuel is delivered, reflecting the marked-up price based on the OPIS pricing for the delivery date of the fuel. The Cooperative will monitor OPIS prices on a daily basis.

6. TAXES

All participating entities using this contract are exempt from all federal and state taxes by law, with the exception of the Missouri Road Tax (currently 17 cents).

7. INVOICES

For the City of Columbia, once invoices have been paid for fuel purchases, Contractor shall provide Finance Accounts Payable Division with "duplicates" of those paid invoices date stamped "paid" and with the off-road statement signed by the seller's agent. City Accounts Payable will forward the dated invoices to Fleet Operations Superintendent at 1313 Lakeview Avenue, Columbia, Mo 65201 so they can apply for reimbursement of road taxes paid from State of Missouri for fuel purchased strictly for off-road use. Other participating entities may request this service as well if they purchase fuel for off-road use.

8. TEST REPORTS

Successful bidder shall be responsible for providing certified laboratory tests for each fuel product on an as needed and requested basis by any of the participating entities. Furnish with your bid, the name and location of the certified laboratory that will be utilized for testing and a list of tests they can provide when needed for each fuel product. Include what costs, if any, there would be for each of the tests provided.

"No Charge" Magellan Laboratories  
Kansas City, KS

9. INSURANCE

The successful bidder shall provide and maintain for the life of this contract, insurance acceptable to the City. A Certificate of Insurance which names each cooperative entity as an additional insured as per the following requirements is to be furnished within 10 working days following the Intent to Award.

Compensation Insurance: The contractor shall maintain Employee's Liability and Workman's Compensation Insurance for all of their employees, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide the same for all the latter's employees.

Public Liability Insurance: Contractor shall provide this in an amount not less than \$2,000,000 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

Automobile Public Liability and Property Damage: The contractor shall maintain automobile liability insurance in the amount of not less than \$2,000,000 combined single limit for any one occurrence, covering bodily injury, including accidental death and property damage, to protect themselves from any and all claims arising from the use of the contractor's own automobiles, teams and trucks, hired automobiles, teams and trucks, and automobiles both on and off the site of the work.

**INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

### BID RESPONSE

Quote price markup over daily OPIS for each product. Do not include taxes.

1.	No. 2 <i>Ultra Low Sulfur</i> Distillate, net cost before taxes, transport load, minimum 7000 gallons.	gal	<u>\$ .013</u>
2.	No. 2 <i>ULS</i> Distillate, net cost before taxes, tank truck load, minimum 1500 gallons.	gal	<u>\$ .050</u>
3.	No. 2 <i>ULS</i> Distillate, net cost before taxes, less than tank truck load.	gal	<u>\$ .080</u>
	No. 1 <i>ULS</i> Distillate, net cost before taxes, transport load, minimum 7000 gallons.	gal	<u>\$ .013</u>
5.	No. 1 <i>ULS</i> Distillate, net cost before taxes, tank truck load, minimum 1500 gallons.	gal	<u>\$ .050</u>
6.	No. 1 <i>ULS</i> Distillate, net cost before taxes, less than tank truck load.	gal	<u>\$ .080</u>
7.	No. 2 <i>ULS RED</i> Distillate, net cost before taxes, transport load, minimum 7000 gallons.	gal	<u>\$ .013</u>
8.	No. 2 <i>ULS RED</i> Distillate, net cost before taxes, tank truck load, minimum 1500 gallons.	gal	<u>\$ .050</u>
9.	No. 2 <i>ULS RED</i> Distillate, net cost before taxes, less than tank truck load.	gal	<u>\$ .080</u>
10.	Unleaded gasoline, net cost before taxes, transport load, minimum 7000 gallons.	gal	<u>\$ .013</u>
11.	Unleaded gasoline, net cost before taxes, tank truck load, minimum 1500 gallons.	gal	<u>\$ .050</u>

- |     |   |     |                |
|-----|---|-----|----------------|
| 12. | Unleaded gasoline, net cost before taxes, less than tank truck load.                                    | gal | \$ <u>.080</u> |
| 13. | Unleaded gasoline containing 10% Ethanol, net cost before taxes, transport load, minimum 7000 gallons.  | gal | \$ <u>.013</u> |
| 14. | Unleaded gasoline containing 10% Ethanol, net cost before taxes, tank truck load, minimum 1500 gallons. | gal | \$ <u>.050</u> |
| 15. | Unleaded gasoline containing 10% Ethanol, net cost before taxes, less than tank truck load.             | gal | \$ <u>.080</u> |
| 16. | Cost per gallon for an additive for the summer and winter months (in lieu of mixing #1 and #2 diesel.)  | gal | \$ <u>.017</u> |

State Product Name for additive quoted: POWER SERVICE Diesel Fuel Supplement Antigel + Cetane Boost

17. **BIO DIESEL:** Bidders shall quote what additional cost per gallon, in the various percentages up to and including 20%, would be added to the Ultra Low Sulfur Distillate fuel product markup price and include as an attachment to this pricing section in your bid response.

*SEE ATTACHED*

\*\* City of Columbia, and possibly other participating entities, requires delivery of bio diesel year-round. Bidder shall indicate whether this service will be provided as part of this contract and what resources are available to them to assure consistent delivery: Yes, bio-diesel available year-round. Bio-diesel is a product we have distributed year-round for over seven years, and is readily available at multiple locations. It will be winterized when needed.

18. Bidders shall describe their policy for credit on contaminated fuel deliveries. (IE- if a contaminated delivery of fuel must be removed from a tank where there is already existing fuel, how will the entity be credited for the existing fuel that had to be removed along with the contaminated?) Credit will be given for all existing fuel at the price paid for the existing fuel.

19. The Mid-Missouri Public Purchasing Cooperative wishes to consider purchasing fuel futures during peak periods as a way of stabilizing fuel prices for those periods. Bidders should indicate whether they are able to provide this option and if so, include as an attachment to their bid response that explains in detail how this process would work for the Cooperative. Each Cooperative entity member should have the unilateral right to exercise this option during their peak use periods. Include in the narrative any minimum fuel commitment quantities, the length of time each fuel future purchase could be made, how escalation and de-escalation of fuel prices would impact the members' fuel charges during the purchase period and any other pertinent information that would affect the Cooperative's use of this option. Yes - see attached

#### SPECIAL CONDITIONS

1. Bids shall be quoted FOB Destination, to include delivery charges to destination points as listed herein.
2. It is the bidder's sole responsibility to provide all information requested in the bid document. Failure to provide this information may be cause for rejection of your bid.

3. The City's Purchasing Agent may at any time, by written order, make changes within the general scope of this contract in (a) drawings, designs, or specifications, where the supplies or materials to be furnished are to be specially manufactured for the City in accordance therewith, (b) method of shipment or packing, and (c) place of delivery. If any such change causes an increase or decrease, an equitable adjustment shall be made by written modification of the contract. Any claim by the Contractor for adjustment under this clause must be made within 30 days from the date of receipt by the Contractor of the modification of change; provided that the Purchasing Agent, if he/she decides that the facts justify such action may receive and act upon such claim if submitted prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute within the meaning of the paragraph titled "Disputes" in the General Provisions of the Request for Quotation. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.



Sheet 11

Bid Number: MM55

By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri. The undersigned hereby offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood and all of which are made a part of this order.

Company Name: Brownfield Oil Company, Inc.  
Address: PO Box 386  
City/Zip: Moberly, MO 65270  
Phone Number: 660-263-7711  
Fax Number: 660-263-8032  
Federal Tax ID: 43-0962237  
 Corporation  
 Partnership - Name \_\_\_\_\_

Individual/Proprietorship - Individual Name: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_  
When Organized: \_\_\_\_\_  
When Incorporated: 1971  
Exempt From Tax Reporting? Yes \_\_\_\_\_ No   
Authorized Representative Signature: [Signature]  
Print Name and Title of Authorized Representative  
Matt Brownfield, Pres.  
Date: 9/16/08





Bid  
Number:

MM55

EXHIBIT A

ESTIMATED ANNUAL FUEL USAGE

CITY OF COLUMBIA

LOCATION	DIESEL	NO LEAD	TANK CAPACITIES
Grissum Building 1313 Lakeview Avenue	550,000	280,000	Diesel (2) 10,000 N.L. (2) 2,500
Power Plant 1501 Bus Loop 70E	6,000		Diesel (1) 1,000
Parks and Recreation	18,000	30,000	Diesel (1) 2,000 N. L. (1) 2,000
Wastewater Plant 4900 W. Gillespie	16,000	12,000	Diesel (1) 5,929 N. L. (1) 548
Airport 11381 S. Airport Drive	16,000	4,500	Diesel (1) 6,000 (2) 1,000 (1) 300 N. L. (1) 1,000
Oil 5700 Peabody Road	100,000	3,000	Diesel (1) 10,000 N. L. (1) 250
L. A.. Nickell Golf Course 1900 Parkside Drive	3,000	3,000	Diesel (1) 560 N. L. (1) 560
Lake of Woods Golf Course 6700 St. Charles	2,500	3,000	Diesel (1) 560 N. L. (1) 560
Joint Communications 17 North 7 <sup>th</sup> St	6,000		Diesel (1) 6,000
<b>TOTAL USAGE</b>	<b>717,500</b>	<b>335,500</b>	



Sheet 13  
 Bid Number: MM55

EXHIBIT A  
 ESTIMATED ANNUAL FUEL USAGE

BOONE COUNTY

LOCATION	DIESEL	NO LEAD	TANK CAPACITIES
Public Works 5551 Hwy 63 South	12,000	6,000	Tractor Trailer Loads
Sheriff's Department and Jail 2101 County Drive		8,000	Diesel (1) 150 Gravity flow tank on stand
Sturgeon, Rochford Street (City PW Shed) Employee B. Smith			Diesel (1) 300 Ground unit w/2ndary containment and pump
Midway, 31301 Henderson Rd (RCFPD) Employees G Mullanix & Critchfield			Diesel (1) 560 Ground unit w/2ndary containment and pump
Roland Wren, 14351 State Rd DD. Employees R Wren and J Wren			Diesel (1) 300 Gravity flow tank on stand
Jim Heavin, 51 E Small Ln			Diesel (1) 300 Gravity flow tank on stand
Richard Yaeger, 4001 N. Wyatt Ln			Diesel (1) 300 Gravity flow tank on stand
Harrisburg, 7370 Hwy 124 (MoDOT Shed) Employee B. Boyce			Diesel (1) 300 Gravity flow tank on stand / 2ndary containment
Ashland, 500 Commerce Drive Employee A. Eberwein			Diesel (1) 300 Gravity flow tank on stand / 2ndary containment
County North Facility, 5501 Oakland Gravel Rd. Employee T. Chandlee			Diesel (1) 560 Ground Unit w/2ndary containment and pump
<b>COUNTY TOTAL for 2007:</b>	<b>150,000 GALS</b>	<b>130,500 GALS</b>	



Sheet 14  
Bid Number: MM55

EXHIBIT A  
 ESTIMATED ANNUAL FUEL USAGE

**COLUMBIA PUBLIC SCHOOLS**

LOCATION	DIESEL	NO LEAD	TANK CAPACITIES
Bus Barn 3511 Route PP			Diesel (2) 12,000
Special Services 6006 W. Van Horn Tavern Road			Diesel (1) 500 N. L. (2) 500
Grounds Shed 3511 Route PP			Diesel (1) 500 N. L. (1) 500
<b>Columbia Schools Total:</b>	<b>400,000</b>	<b>31,400</b>	

**CONTRACT TOTAL:**                    1,267,500                    497,400

# *Brownfield Oil Company, Inc.*

PO Box 386

Moberly, MO 65270

Phone: (660) 263-7711 or (800) 373-1645

**Serving Central Missouri Since 1971**

**Attachment:**

**Mid-Missouri Public Purchasing Cooperative**

**Bid Number: MM55**

**Date of Bid: 08/22/08**

**Closing Date: 09/17/08, 2:00pm, CDT, Wednesday**

# 17 Response: Additional cost per gallon for Bio-Diesel would be \$.005 per gallon for every 1% used.

Example:	2%	add \$.01 per gallon
	5%	add \$.025 per gallon
	10%	add \$.05 per gallon
	20%	add \$.10 per gallon

# 19 Response: Brownfield Oil Company contracts fuel futures on a regular basis. This is done by presenting a customer's request to our various suppliers who in turn lock in the agreed upon prices with the NYMEX. Verbal communication is required initially to discuss options available and to quote pricing during times when the market is trading. If verbal agreement is made a formal contract on pricing, quantity, and delivery time frame would be executed by Brownfield Oil Company and the Cooperative.

Minimum quantities would typically be ½ of a 42,000 gallon contract or 21,000 gallons over a one-month period, although smaller quantities may be available. Minimum contracting time frames would be product purchased over a one- month period and could extend in general circumstances up to one year.

If you contract at a specific price you will be locked in at that price for the term of the contract. If the fuel market goes up during the contract period the Cooperative would save money on their fuel purchases. If the fuel market goes down the Cooperative would end up spending more money on fuel which is the inherent risk of contracting.

Payment terms on this option would be the same as non-contracted deliveries.

We would negotiate with various suppliers to obtain the best price for the Cooperative.

# #8 TEST Reports

Quote for Diesel Fuel, Ethanol, Biodiesel and Gasoline  
Brownfield Oil Co/Moberly MO

## Diesel Fuel Oil

ASTM D86	Distillation	200mL
ASTM D1298	API Gravity	250mL
ASTM D976	Cetane Index (Calc using 86/1298)	0mL
ASTM D93	Flash Point	150mL
ASTM D130	Copper Corrosion	60mL
ASTM D445	Viscosity	75mL
ASTM D482	Ash	100mL
ASTM D524	Carbon Residue	200mL
ASTM D613	Cetane Number	2L
ASTM D5773	Cloud Point	20mL
ASTM D5949	Pour Point	20mL
ASTM D5453	Sulfur	10mL
ASTM D6079	Lubricity by HFRR	10mL
ASTM D2709	Water & Sediment	200mL

Product sample required for completing this test list is 2 liters w/o Cetane #, 4L w/ Cetane #.

Normal turnaround time is 6 business days.

## (E75-85) Denatured Fuel Ethanol

ASTM D5191	Vapor Pressure	100mL
ASTM D5501	Ethanol Purity	30mL
ASTM D4815	Oxygenates (Ether, Higher Alcohols)	25mL
ASTM E1064	Water by Coulometric Karl Fisher	10mL
ASTM D3237	Lead	5mL
ASTM D3231	Phosphorus in Gasoline	25mL
ASTM D5453	Sulfur	10 mL
Visual Examination	Visual Inspection	500mL
ASTM D6423	Determination of pH <sub>e</sub>	250mL
ASTM D381	Existent Gum	50mL
ASTM D512	Chloride Ion	25mL
ASTM D1613	Acidity of Ethanol	50mL
ASTM D1688	Copper	50mL
ASTM D7319	Sulfates by IC (not listed in spec)	50mL
ASTM D4052	Specific Gravity	10mL

**Gasoline**

ASTM D86	Distillation	200mL
ASTM D130	Copper Corrosion	60mL
ASTM D1298	Specific Gravity	250mL
ASTM D381	Existent Gum	50mL
ASTM D525	Oxidation Stability	50mL
ASTM D5453	Sulfur	10mL
ASTM D2699	Research Octane Number	500mL
ASTM D2700	Motor Octane Number	500mL
ASTM D3231	Phosphorus in Gasoline	25mL
ASTM D3237	Lead in Gasoline	5mL
ASTM D3606	Benzene & Toluene by GC	25mL
ASTM D4814	Vapor/Liquid Ratio	0mL(calc)
ASTM D4815	Oxygenates in Gasoline	25mL
ASTM D5191	Vapor Pressure	100mL
ASTM D4814	Silver Strip (added b/c in spec)	100mL
ASTM D6422	Water Tolerance**	100mL

(\*\*Only For alcohol blends/phase separation)

**Biodiesel**

ASTM D6584	Free & Total Glycerin	10 ml
ASTM D93	Flash Point	75 ml
ASTM D2709	Water & Sediment	200 ml
ASTM D664	Acid Value	30 ml
ASTM D5453	Sulfur	10 ml
ASTM D130	Copper Corrosion	50 ml
ASTM D445	Kinematic Viscosity	75 ml
ASTM D2500	Cloud Point	50 ml
ASTM D524	Carbon Residue	10 ml
EN 14112	Rancimat	50 ml
ASTM D874	Ash, Sulfated	200 ml
ASTM D613	Cetane Number	2 L
ASTM D1160	Distillation	250 ml
ASTM D4951	Phosphorus	50 ml
EN14538	Ca, Mg, Na, K	200 ml

**Other Biodiesel Tests:**

ASTM D5185	Full ICP Metals	50 mL
ASTM D2274	Accelerated Stability	400 mL
RH001	% Biodiesel in Diesel blend	50 ml
ASTM D1959	Iodine Value	50 ml
ASTM 3703	Peroxide Number	100 ml
ASTM D240	BTU Content	50 mL
Soap in Oil	Titrimetric Method	25 ml
EN 14110	Methanol Content	50 mL
Cold Soak Filtration	(0.7 µm filter GF/F)	600mL
ASTM D6371	Cold Filter Plugging Point	100mL

Product sample required for complete this test list is 4 liters.

Normal turnaround time is 7 business days, with the exception of D613, D1160, EN14538 and D4951 which have a turnaround time of 10 business days.

For a start up Biodiesel plant and for oversight programs we recommend (free glycerin, total glycerin, flash, water/sediment, acid number, rancimat and sulfur)

We request 1 liter of sample for the reduced test list. Typical turnaround time is 3 to 5 business days.

Please note that EN14538 is the listed Metals test for ASTM D6751 but it is still be drafted. We have substituted ASTM D7111 for Calcium, Magnesium, Sodium, Potassium and ASTM D4951 Phosphorus



**MID-MISSOURI PUBLIC PURCHASING COOPERATIVE**

Agency

- Boone County
- Boone County Family Resources
- Boone County Regional Sewer District
- City of Ashland
- City of Centralia
- City of Columbia
- City of Fulton
- City of Mexico
- Columbia College
- Columbia School District
- MU Procurement Services
- Columbia Housing Authority



MID MISSOURI PUBLIC PURCHASING COOPERATIVE  
CONTRACT MM55  
CITY OF COLUMBIA PARTICIPATING DEPARTMENTS

Columbia Regional Airport- Ronald Jackson, Maintenance Supervisor  
573-449-3511

Grissum Building- Eric Evans, Fleet Operations Manager  
573-874-6283

Joint Communications- Mary Pat Murphy, ASA III  
573-874-6328

City Landfill- Mike Symmonds, Landfill Superintendent  
573-874-7555

Parks Management Center- Mike Griggs, Parks Services Manager  
573-874-7202

Power Plant- Kathy Calvin, Stores Clerk or Kent Hudson, Storeroom Assistant  
573-874-6223 or 6296

Wastewater Treatment Plant- Diane Carter, ASA III  
573-445-9427

**ACORD** CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY)  
10/10/08

**PRODUCER**  
FEDERATED MUTUAL INSURANCE COMPANY  
Home Office: P.O. Box 328  
Owatonna, MN 55060  
Phone: 1-888-333-4949

**INSURED** 000-654-4  
BROWNFIELD OIL CO INC  
PO BOX 386  
MOBERLY MO 65270

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

COMPANY A FEDERATED MUTUAL INSURANCE COMPANY OR FEDERATED SERVICE INSURANCE COMPANY

COMPANY B

COMPANY C

COMPANY D

**COVERAGES**  
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	9256698	03/01/08	03/01/09	GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
					PERSONAL & ADV INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	9256698	03/01/08	03/01/09	COMBINED SINGLE LIMIT \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	9256699	03/01/08	03/01/09	EACH OCCURRENCE \$ 2,000,000
					AGGREGATE \$ 2,000,000
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER \$
					EL EACH ACCIDENT \$
					EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
CERTIFICATE HOLDER IS AN ADDITIONAL INSURED FOR GENERAL LIABILITY.  
RE: FUEL DELIVERY

**CERTIFICATE HOLDER**  
0006344  
CITY OF COLUMBIA  
PO BOX 6015  
COLUMBIA MO 65206

115

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
*[Signature]*  
PRESIDENT

**CERTIFICATE OF INSURANCE**

Issue Date: 10/10/2008

**PRODUCER**

Fuel Marketers Insurance Trust  
 6900 College Blvd.  
 Suite 650  
 Overland Park, KS 66211

**INSURED**

Brownfield Oil Company  
 P.O. Box 386  
 Moberly, MO 65270

**COVERAGES**

This is to certify that the policy of insurance listed below has been issued to the insured named above for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

TYPE OF INSURANCE	POLICY #	DATE EFFECTIVE	POLICY EXPIRATION
WORKERS' COMPENSATION & EMPLOYER LIABILITY	08FM0094	01/01/2008	12/31/2008

THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: Included  Excluded

**EMPLOYERS LIABILITY LIMITS**

Each Accident	1,000,000
Disease - Policy Limit	1,000,000
Disease - Each Employee	1,000,000

**DESCRIPTION OF OPERATION/LOCATIONS/SPECIAL ITEMS**

City of Columbia is named as additional insured

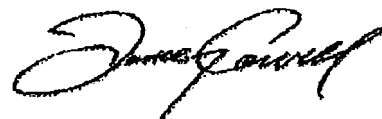
**CANCELLATION**

Should the above described policy be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

**CERTIFICATE HOLDER**

City of Columbia  
 Attn: City Purchasing Division  
 P.O. Box 6015  
 Columbia, MO 65205  
 Fax: 573-874-7762

Insured's Copy



**AUTHORIZED REPRESENTATIVE**



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE  
REQUEST FOR BID

Sheet 1 of 15

Bid Number: ( MM55 )

Date of Bid: ( 08/22/08 )

Closing Date: 09/17/2008  
2:00 pm, CDT, Wednesday

Buyer Contact Name: Elizabeth Sanders, CPPB, Senior Procurement Officer, City of Columbia

Phone Number: (573) 874-6317 Fax Number: (573) 874-7762 E-mail: lizs@gocolumbiamo.com

Commodities or Service Requested: GASOLINE & DIESEL FUEL - Term and Supply

Please submit your sealed bid prior to the date and time for Bid Closing as specified above to the following office:

City of Columbia, Purchasing Division

800 East Cherry St, Lower Level

Columbia, MO 65201



**MID-MISSOURI PUBLIC PURCHASING COOPERATIVE**  
**INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING**

The Mid-Missouri Public Purchasing Cooperative, herein after referred to as Cooperative, was developed in order for its members to create volume buying through standardization of quality in order to secure a greater return for the expenditure of public funds. Only Mid-Missouri governmental agencies are permitted to become members of this Cooperative.

1. Sealed bids, subject to Instructions and General Conditions, General Provisions, and any special conditions set forth herein, will be received at the Office of the Cooperative Member Agency whose address is stated in the bid documents until the bid closing date and time indicated herein for furnishing the Cooperative Member Agencies with the material and/or list of materials, supplies, equipment or services shown on the attached sheet(s).
2. Bidders must use the bid forms provided for that purpose in submitting bids, must return the announcement and bid sheets comprising this bid, give unit price, extend totals, and must contain an original legally authorized signature. Bids must be submitted in a sealed envelope identified with the bid number and date of closing. If you do not care to bid, please return bid sheets(s) and note your reason. No fax or electronic transmitted bids will be accepted.
3. Identify the item(s) you will furnish by brand of manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature.
4. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned.
5. The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Cooperative considers the most advantageous to the Member Agencies. Awards will be made to the bidder whose bid (1) meets the specifications and all other requirements of the RFB and (2) is the lowest and best bid, considering price, responsibility of the bidder and all other relevant factors. Any award of a contract will be made by written notification from the Cooperative. The County reserves the right to award to one or multiple respondents.
  - a. The Cooperative reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the Cooperative. If a split award is not acceptable to a bidder, it must be stated in the bid response.
  - b. In awarding the contract, the Cooperative may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders; the amount of other work being carried on by the bidder; the quality, efficiency, and construction of the equipment proposed to be furnished; the period of time within which the equipment is to be furnished and delivered; and the necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirement mentioned above may be cause for rejection of their bid.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid prices, as the Cooperative Member Agencies are exempt from them by law. Tax exemption certificates will be furnished if required.
7. The delivery date(s) or when work will start, shall be stated in definite terms, as they will be taken into consideration in making the award.
8. Cooperative Member Agencies reserve the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor **must** notify the Cooperative Member Agency that issued the purchase order.
9. In case of any default by the bidder, the Cooperative Member Agency may procure the product or service from other sources and hold the bidder responsible for any damages incurred including, but not limited to, excess cost or handling charge. The Cooperative shall have the right to remove any bidder who defaults on any contract with the Cooperative from all bidders' lists.

Prices must be stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered.

**11. RECEIPT AND OPENING OF ADVERTISED SEALED BIDS:**

The bidders and public are invited, but not required, to attend the formal opening of bids. Prices will be read aloud to the public. No decisions related to an award of a contract or purchase order will be made at the opening. Due to manpower limitations, the Member Agency will not repeat prices after an opening via telephone request. Bidders may contact the Member Agency office to review the bid responses.

a. It is the bidder's sole responsibility to ensure that a bid is physically deposited with the Member Agency prior to the time and the date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the bidder.

b. All bids and tabulation sheets are kept by the Member Agency for a period of time established by regulation or statute after the award is made and are available for inspection at any time during regular working hours.

**12. WITHDRAWAL OF BIDS:**

Bids may be withdrawn without prejudice any time before the deadline for receipt of bids. If a mistake or error is discovered by the bidder or by the Cooperative after the bid opening, the Cooperative has the right to call this error to the bidder's attention and request verification of the bid. If the bidder acknowledges the mistake and requests relief, the Cooperative will proceed in the following manner:

a. **Clerical Mistakes:** Any mistake which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal or prices, etc., may be corrected by the Cooperative after verification is made by the bidder. However, the unit price shown shall always prevail.

b. **Withdrawal:** Permission to allow a bidder to withdraw his bid without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest bidder and of the other bidders, a bidder may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.

Actual changes in bid pricing, terms or conditions will not be permitted after the deadline for receipt of bids.

13. The Cooperative reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another advertised date and time in order to revise specifications and/or establish further competition for the commodity or service required.



**Bid Number: MM55**

**MID-MISSOURI PUBLIC PURCHASING COOPERATIVE  
GENERAL PROVISIONS**

1. **BID RESPONSE:**  
The Cooperative is interested in doing business with your firm. In the event you are unable to quote on this Request for Bid; return of the *No Bid Response Form* will indicate your desire to remain on the Cooperative's active vendor list. In addition, please indicate the reason/reasons you are unable to participate in this solicitation.
2. **BID ACCEPTANCE:**  
A bid acceptance period of sixty (60) calendar days is required. Bids offering less than sixty (60) calendar days may be rejected.
3. **OSHA COMPLIANCE:**  
All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard Act (OSHA) published in the Federal Register. All alleged violations and deviations from said State and Federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bids. Or if at any later date the items or services contained herein shall not meet all applicable State and Federal requirements after the bidder is awarded the contract hereunder, the bidder must notify the Cooperative immediately by registered mail.
4. **INSPECTION AND ACCEPTANCE:**  
Inspection and acceptance will be at destination. Until delivery and acceptance, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the Cooperative Member issuing the purchase order.
5. **VARIATION IN QUANTITY:**  
No variation in the quantity of any item called for in this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
6. **COMMERCIAL WARRANTY:**  
The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Cooperative by any other clause of this contract or by law.
7. **DISCOUNTS:**  
Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the order, whichever is later. For discount purposes, payment is made when the check is mailed. Discounts will not be taken into consideration in the evaluation process if the payment discount is less than 30 days.
8. **PATENT AND COPYRIGHT:**
  - a. The Contractor and its Surety shall pay for all royalties, license fees, and patent or invention rights or copyrights and defend all suits or claims for infringements of any part or invention right or copyrights involved in the items furnished hereunder.
  - b. The Contractor and its Surety shall hold and save the Cooperative and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance furnished in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated.
9. **DISPUTES:**  
If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the Contractor and Cooperative Member Agency responsible for administration of this contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the Cooperative shall resolve the dispute and send a written copy of its decision to the Contractor and the responsible agency.
10. **TERMINATION FOR DEFAULT:**  
The Cooperative may, by written notice, terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including the excess cost of re-procuring similar supplies or services; provided, that if (a) it is determined for any reason that the contractor was not in default or, (b) failure to perform is beyond the Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. Termination shall be effective ten (10) days from the Contractor's receipt of notice.

**11. TERMINATION FOR CONVENIENCE:**

The Cooperative may, by written notice, terminate this contract in whole or in part when it is in the best interest of the Cooperative. If this contract is for supplies and is to be terminated, the Contractor shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent that this contract is for services and is so terminated, the Cooperative Member Agencies shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination shall be effective ten (10) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.

**12. TERM & SUPPLY CONTRACT DEFINED:**

A term and supply contract shall be deemed to mean a contract under which the supplier of articles, commodities, supplies materials, equipment, and services agrees to furnish all of the needs of the various Cooperative Member Agencies for the articles, commodities, supplies, materials, equipment, and services set forth in the quotation, during the period of the contract at the unit price bid and as required from time to time by the Member Agencies, be such needs in excess of or less than the estimated quantities set forth in the Request for Quotation. The contract will provide that the Cooperative Member Agencies will purchase, by issuance of Purchase Orders, such articles, commodities, supplies, materials and equipment solely from the supplier to whom the requirement contract is awarded for the contract term.

**13. FUND ALLOCATION:**

Continuance of any resulting agreement, contract or issuance of purchase orders after a Cooperative Member Agency's fiscal year end is contingent upon the allocation of funds for the next proceeding fiscal year.

**14. OFFICIALS NOT TO BENEFIT:**

No regular employee or elected or appointed member of any Cooperative Member Agency shall be admitted to any share or part of this contract, or to any benefit that shall arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

**15. HAZARDOUS MATERIAL:**

When material furnished is hazardous material as defined by D.O.T. regulations, the following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations of the Department of Transportation."

**16. DOMESTIC PRODUCTS:**

Bidders are encouraged to offer products manufactured, assembled or produced in the United States if the quality and price are comparable with other goods.

The Mid-Missouri Public Purchasing Cooperative has adopted a policy which is binding upon all members of the cooperative, and which by the contractor shall be binding upon independent contractors and subcontractors with the Cooperative, whereby all other things being equal and when the same can be secured without additional cost over foreign products, or products of other states, a preference shall be granted in all construction, repair, and purchase contracts, to all products, commodities, materials, supplies, and articles mined, grown, produced, and manufactured in marketable quantity and quality in the State of Missouri, and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals.

**17. RECYCLED PRODUCTS:**

All bidders who wish to receive consideration on products offered with recycled materials content must properly complete, sign, and return a certification of product content with their bid.

**18. EQUAL OPPORTUNITY:**

Members of the Cooperative are equal opportunity affirmative action employers pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

**19. AMERICANS WITH DISABILITIES ACT:**

The successful contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

If this contract involves the contractor providing services directly to the public, the successful contractor shall make services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon the successful contractor certifying to the Cooperative in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.





## MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

Sheet 6

Bid Number: MM55

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TERM AND SUPPLY CONTRACT FOR THE DELIVERY OF GASOLINE AND DIESEL FUEL TO THE MID-MISSOURI PUBLIC PURCHASING COOPERATIVE, ON AN AS NEEDED BASIS, FROM DATE OF AWARD THROUGH SEPTEMBER 30, 2009 WITH A UNILATERAL OPTION BY THE COOPERATIVE TO RENEW FOR FOUR (4) ADDITIONAL ONE-YEAR PERIODS UNDER THE FIRST YEAR CONTRACT TERMS AND CONDITIONS, WITH EACH RENEWAL PERIOD TO BE EXERCISED SEPARATELY.

### COOPERATIVE MEMBERS:

Participating entities in this contract are:

1. City of Columbia, 800 East Cherry St, Columbia, Mo 65201  
Contact: Elizabeth Sanders, Senior Procurement Officer  
(573) 874-6317
2. Boone County, 601 E. Walnut, Columbia, Mo 65201  
Contact: Melinda Bobbitt, Purchasing Director  
(573) 886-4391
3. Columbia School District, 6006 W. Van Horn Tavern Rd, Columbia, Mo 65203  
Contact: Greg Cooper, Purchasing Agent  
(573) 214-3770

**VENDOR:** Will you agree to extend the services as quoted herein to other government entities participating in cooperative purchasing with the Mid-Missouri Public Purchasing Cooperative? A list of the current members is attached to this bid. If you agree to extend services cooperatively, but only within a specified mile radius, provide this information here with your indication of agreement:  
*"I agree to provide services as indicated herein to entities participating in cooperative purchasing with MMPPC whose facilities are within \_\_\_\_\_ miles of the city limits of Columbia."* If bidder is willing to extend services to entities outside this mile radius, with delivery charges additional, submit an attachment with description of delivery fees.

**OR,** NO, I decline to extend services to participating members of cooperative purchasing, outside of those listed in this bid.  
\_\_\_\_\_ (X)

A negative answer to the above is not an evaluation factor for award of this contract.

### DETAILED SPECIFICATIONS

1. QUANTITIES/LOCATIONS  
Refer to Exhibit A for information concerning the delivery locations covered by this contract. Also shown is the estimated annual usage of each type of fuel by facility along with the number and size of tanks at each location. The quantities indicated are estimates only, based on past usage, and the Cooperative reserves the right to increase or decrease the quantities to meet its operating needs. Tanks of 500 gallons or less may be moved from one location to another, or added to or deleted from this list at no additional expense to the Cooperative members. *Successful bidder shall be responsible for furnishing tanks of 500 gallon size or less for the Cooperative's use if not user owned, at no additional cost.* Boone County uses six tanks that are vendor owned in this size range.
2. PRICING  
Bidders shall state a firm price per gross gallon. All bids shall be *net before taxes* (Federal, State or City).
3. PURCHASE ORDERS  
Purchase orders will be issued to the successful bidder by each participating entity to cover the contract period. Gasoline and distillate will be ordered, as needed, by personnel authorized by each Cooperative member. **Delivery is to be made within 24 hours after placement of order.** The successful bidder will be required to name a contact person and phone number through whom deliveries will be made. Bidders shall also provide a contact person who

can be reached 24 hours/7 days per week during an emergency. **In case of emergencies, fuel must be delivered within 4-6 hours after notification by the Cooperative member to the vendor.**

4. AWARD

The Cooperative will offer award of this contract to the vendor or vendors with the best offer to meet the overall operating needs of its members.

5. PRICE COMPUTATION

Bidders shall quote a firm **mark-up per gallon** to be applied to the daily OPIS wholesale price as published in the publication U.S. Oil Week for Columbia, Missouri.

Invoices for fuel shall be forwarded to the respective cooperative member each time fuel is delivered, reflecting the marked-up price based on the OPIS pricing for the delivery date of the fuel. The Cooperative will monitor OPIS prices on a daily basis.

6. TAXES

All participating entities using this contract are exempt from all federal and state taxes by law, with the exception of the Missouri Road Tax (currently 17 cents).

7. INVOICES

For the City of Columbia, once invoices have been paid for fuel purchases, Contractor shall provide Finance Accounts Payable Division with "duplicates" of those paid invoices date stamped "paid" and with the off-road statement signed by the seller's agent. City Accounts Payable will forward the dated invoices to Fleet Operations Superintendent at 1313 Lakeview Avenue, Columbia, Mo 65201 so they can apply for reimbursement of road taxes paid from State of Missouri for fuel purchased strictly for off-road use. Other participating entities may request this service as well if they purchase fuel for off-road use.

8. TEST REPORTS

Successful bidder shall be responsible for providing certified laboratory tests for each fuel product on an as needed and requested basis by any of the participating entities. Furnish with your bid, the name and location of the certified laboratory that will be utilized for testing and a list of tests they can provide when needed for each fuel product. Include what costs, if any, there would be for each of the tests provided.

9. INSURANCE

The successful bidder shall provide and maintain for the life of this contract, insurance acceptable to the City. A Certificate of Insurance which names each cooperative entity as an additional insured as per the following requirements is to be furnished within 10 working days following the Intent to Award.

Compensation Insurance: The contractor shall maintain Employee's Liability and Workman's Compensation Insurance for all of their employees, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide the same for all the latter's employees.

Public Liability Insurance: Contractor shall provide this in an amount not less than \$2,000,000 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

Automobile Public Liability and Property Damage: The contractor shall maintain automobile liability insurance in the amount of not less than \$2,000,000 combined single limit for any one occurrence, covering bodily injury, including accidental death and property damage, to protect themselves from any and all claims arising from the use of the contractor's own automobiles, teams and trucks, hired automobiles, teams and trucks, and automobiles both on and off the site of the work.

**INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

**BID RESPONSE**

Quote price markup over daily OPIS for each product. Do not include taxes.

- |     |  |     |          |
|-----|--|-----|----------|
| 1.  | No. 2 <i>Ultra Low Sulfur</i> Distillate, net cost before taxes, <b>transport load</b> , minimum 7000 gallons. | gal | \$ _____ |
| 2.  | No. 2 <i>ULS</i> Distillate, net cost before taxes, <b>tank truck load</b> , minimum 1500 gallons.             | gal | \$ _____ |
| 3.  | No. 2 <i>ULS</i> Distillate, net cost before taxes, <b>less than tank truck load</b> .                         | gal | \$ _____ |
|     | No. 1 <i>ULS</i> Distillate, net cost before taxes, <b>transport load</b> , minimum 7000 gallons.              | gal | \$ _____ |
| 5.  | No. 1 <i>ULS</i> Distillate, net cost before taxes, <b>tank truck load</b> , minimum 1500 gallons.             | gal | \$ _____ |
| 6.  | No. 1 <i>ULS</i> Distillate, net cost before taxes, <b>less than tank truck load</b> .                         | gal | \$ _____ |
| 7.  | No. 2 <i>ULS RED</i> Distillate, net cost before taxes, <b>transport load</b> , minimum 7000 gallons.          | gal | \$ _____ |
| 8.  | No. 2 <i>ULS RED</i> Distillate, net cost before taxes, <b>tank truck load</b> , minimum 1500 gallons.         | gal | \$ _____ |
| 9.  | No. 2 <i>ULS RED</i> Distillate, net cost before taxes, <b>less than tank truck load</b> .                     | gal | \$ _____ |
| 10. | Unleaded gasoline, net cost before taxes, <b>transport load</b> , minimum 7000 gallons.                        | gal | \$ _____ |
| 11. | Unleaded gasoline, net cost before taxes, <b>tank truck load</b> , minimum 1500 gallons.                       | gal | \$ _____ |

- |     |   |     |          |
|-----|---|-----|----------|
| 1.  | Unleaded gasoline, net cost before taxes, <b>less than tank truck load.</b>                                     | gal | \$ _____ |
| 13. | Unleaded gasoline containing 10% Ethanol, net cost before taxes, <b>transport load</b> , minimum 7000 gallons.  | gal | \$ _____ |
| 14. | Unleaded gasoline containing 10% Ethanol, net cost before taxes, <b>tank truck load</b> , minimum 1500 gallons. | gal | \$ _____ |
| 15. | Unleaded gasoline containing 10% Ethanol, net cost before taxes, <b>less than tank truck load.</b>              | gal | \$ _____ |
| 16. | Cost per gallon for an additive for the summer and winter months (in lieu of mixing #1 and #2 diesel.)          | gal | \$ _____ |

**State Product Name for additive quoted:** \_\_\_\_\_

17. **BIO DIESEL:** Bidders shall quote what additional cost per gallon, in the various percentages up to and including 20%, would be added to the Ultra Low Sulfur Distillate fuel product markup price and include as an attachment to this pricing section in your bid response.

\*\* City of Columbia, and possibly other participating entities, requires delivery of bio diesel year-round. Bidder shall indicate whether this service will be provided as part of this contract and what resources are available to them to assure consistent delivery: \_\_\_\_\_

18. Bidders shall describe their policy for credit on contaminated fuel deliveries. (IE- if a contaminated delivery of fuel must be removed from a tank where there is already existing fuel, how will the entity be credited for the existing fuel that had to be removed along with the contaminated?) \_\_\_\_\_

19. The Mid-Missouri Public Purchasing Cooperative wishes to consider purchasing fuel futures during peak periods as a way of stabilizing fuel prices for those periods. Bidders should indicate whether they are able to provide this option and if so, include as an attachment to their bid response that explains in detail how this process would work for the Cooperative. Each Cooperative entity member should have the unilateral right to exercise this option during their peak use periods. Include in the narrative any minimum fuel commitment quantities, the length of time each fuel future purchase could be made, how escalation and de-escalation of fuel prices would impact the members' fuel charges during the purchase period and any other pertinent information that would affect the Cooperative's use of this option.

**SPECIAL CONDITIONS**

1. Bids shall be quoted **FOB Destination**, to include delivery charges to destination points as listed herein.
2. It is the bidder's sole responsibility to provide all information requested in the bid document. Failure to provide this information may be cause for rejection of your bid.

3. The City's Purchasing Agent may at any time, by written order, make changes within the general scope of this contract in (a) drawings, designs, or specifications, where the supplies or materials to be furnished are to be specially manufactured for the City in accordance therewith, (b) method of shipment or packing, and (c) place of delivery. If any such change causes an increase or decrease, an equitable adjustment shall be made by written modification of the contract. Any claim by the Contractor for adjustment under this clause must be made within 30 days from the date of receipt by the Contractor of the modification of change; provided that the Purchasing Agent, if he/she decides that the facts justify such action may receive and act upon such claim if submitted prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute within the meaning of the paragraph titled "Disputes" in the General Provisions of the Request for Quotation. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.



Sheet 11

**Bid Number: MM55**

By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri. The undersigned hereby offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood and all of which are made a part of this order.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

( ) Corporation

( ) Partnership - Name \_\_\_\_\_

( ) Individual/Proprietorship - Individual Name: \_\_\_\_\_

Social Security Number : \_\_\_\_\_

( ) Other (Specify) \_\_\_\_\_

When Organized: \_\_\_\_\_

When Incorporated: \_\_\_\_\_

Exempt From Tax Reporting? Yes \_\_\_\_\_ No \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_

Print Name and Title of Authorized Representative \_\_\_\_\_

Date: \_\_\_\_\_



EXHIBIT A

ESTIMATED ANNUAL FUEL USAGE

CITY OF COLUMBIA

LOCATION	DIESEL	NO LEAD	TANK CAPACITIES
Grissum Building 1313 Lakeview Avenue	550,000	280,000	Diesel (2) 10,000 N.L. (2) 2,500
Power Plant 1501 Bus Loop 70E	6,000		Diesel (1) 1,000
Parks and Recreation	18,000	30,000	Diesel (1) 2,000 N. L. (1) 2,000
Wastewater Plant 4900 W. Gillespie	16,000	12,000	Diesel (1) 5,929 N. L. (1) 548
Airport 11381 S. Airport Drive	16,000	4,500	Diesel (1) 6,000 (2) 1,000 (1) 300 N. L. (1) 1,000
Landfill 5700 Peabody Road	100,000	3,000	Diesel (1) 10,000 N. L. (1) 250
L. A.. Nickell Golf Course 1900 Parkside Drive	3,000	3,000	Diesel (1) 560 N. L. (1) 560
Lake of Woods Golf Course 6700 St. Charles	2,500	3,000	Diesel (1) 560 N. L. (1) 560
Joint Communications 17 North 7 <sup>th</sup> St	6,000		Diesel (1) 6,000
<b>TOTAL USAGE</b>	<b>717,500</b>	<b>335,500</b>	



Sheet 13  
 Bid Number: MM55

EXHIBIT A  
 ESTIMATED ANNUAL FUEL USAGE

BOONE COUNTY

LOCATION	DIESEL	NO LEAD	TANK CAPACITIES
Public Works 5551 Hwy 63 South	12,000	6,000	Tractor Trailer Loads
Sheriff's Department and Jail 2101 County Drive		8,000	Diesel (1) 150 Gravity flow tank on stand
Sturgeon, Rochford Street (City PW Shed) Employee B. Smith			Diesel (1) 300 Ground unit w/2ndary containment and pump
Midway, 31301 Henderson Rd (BCFPD) Employees G Mullanix ' D Critchfield			Diesel (1) 560 Ground unit w/2ndary containment and pump
Roland Wren, 14351 State Rd DD. Employees R Wren and J Wren			Diesel (1) 300 Gravity flow tank on stand
Jim Heavin, 51 E Small Ln			Diesel (1) 300 Gravity flow tank on stand
Richard Yaeger, 4001 N. Wyatt Ln			Diesel (1) 300 Gravity flow tank on stand
Harrisburg, 7370 Hwy 124 (MoDOT Shed) Employee B. Boyce			Diesel (1) 300 Gravity flow tank on stand / 2ndary containment
Ashland, 500 Commerce Drive Employee A. Eberwein			Diesel (1) 300 Gravity flow tank on stand / 2ndary containment
County North Facility, 5501 Oakland Gravel Rd. Employee T. Chandlee			Diesel (1) 560 Ground Unit w/2ndary containment and pump
COUNTY TOTAL for 2007:	150,000 GALS	130,500 GALS	





Sheet 14  
Bid Number: MM55

EXHIBIT A  
 ESTIMATED ANNUAL FUEL USAGE

**COLUMBIA PUBLIC SCHOOLS**

LOCATION	DIESEL	NO LEAD	TANK CAPACITIES
Bus Barn 3511 Route PP			Diesel (2) 12,000
Special Services 6006 W. Van Horn Tavern Road			Diesel (1) 500 N. L. (2) 500
Grounds Shed 3511 Route PP			Diesel (1) 500 N. L. (1) 500
Columbia Schools Total:	400,000	31,400	

**CONTRACT TOTAL:**                    1,267,500                    497,400



**“NO BID RESPONSE FORM”**

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

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

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 874-7762.

**Bid: MM55 – GASOLINE & DIESEL FUEL – Term and Supply**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not bidding:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

Agency

- Boone County
- Boone County Family Resources
- Boone County Regional Sewer District
- City of Ashland
- City of Centralia
- City of Columbia
- City of Fulton
- City of Mexico
- Columbia College
- Columbia School District
- MU Procurement Services
- Columbia Housing Authority

<b>ACORD</b>		<b>CERTIFICATE OF LIABILITY INSURANCE</b>			DATE (MM/DD/YY) 10/20/08
<b>PRODUCER</b> <b>REVISED</b> <b>FEDERATED MUTUAL INSURANCE COMPANY</b> Home Office: P.O. Box 328 Owatonna, MN 55060 Phone: 1-888-333-4949		<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>			
<b>INSURED</b> BROWNFIELD OIL CO INC PO BOX 386 MOBERLY MO 65270		<b>COMPANIES AFFORDING COVERAGE</b> COMPANY A FEDERATED MUTUAL INSURANCE COMPANY OR FEDERATED SERVICE INSURANCE COMPANY COMPANY B COMPANY C COMPANY D			
<b>COVERAGES</b>					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	9256698	03/01/08	03/01/09	GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
					PERSONAL & ADV INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
	MED EXP (Any one person) \$				
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	9256698	03/01/08	03/01/09	COMBINED SINGLE LIMIT \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
A	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	9256699	03/01/08	03/01/09	AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
A	<input checked="" type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	9256699	03/01/08	03/01/09	EACH OCCURRENCE \$ 2,000,000
					AGGREGATE \$ 2,000,000
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	9256699	03/01/08	03/01/09	WC STATUTORY LIMITS OTH-ER \$
					EL EACH ACCIDENT \$
					EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS CERTIFICATEHOLDER IS AN ADDITIONAL INSURED FOR GENERAL LIABILITY.					
THE ADDITIONAL INSURED ALSO INCLUDES COUNTY OF BOONE MO.					
RE: FUEL DELIVERY					
<b>CERTIFICATE HOLDER</b> 0008544 CITY OF COLUMBIA PO BOX 6015 COLUMBIA MO 65205			<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.		
			AUTHORIZED REPRESENTATIVE <i>[Signature]</i> PRESIDENT		
ACORD 25-S (7/95)					

Federated Internal Copy - fonts and format may vary from original  
 FED.COPY

POLICY NUMBER: 9256698

COMMERCIAL GENERAL LIABILITY  
 CG 20 10 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
 CONTRACTORS - SCHEDULED PERSON OR  
 ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Person(s) Or Organizations	Location(s) Of Covered Operations
CITY OF COLUMBIA PO BOX 6015 COLUMBIA MO 65205	ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ONLY TO FUEL DELIVERY. THE ADDITIONAL INSURED ALSO INCLUDES COUNTY OF BOONE MO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

BROWNFIELD OIL CO INC  
 PO BOX 386  
 MOBERLY MO 65270

**CERTIFICATE OF INSURANCE**

Issue Date: 10/20/2008

**PRODUCER**

Fuel Marketers Insurance Trust  
6900 College Blvd.  
Suite 650  
Overland Park, KS 66211

**INSURED**

Brownfield Oil Company  
P.O. Box 386  
Moberly, MO 65270

**COVERAGES**

This is to certify that the policy of insurance listed below has been issued to the insured named above for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

TYPE OF INSURANCE	POLICY #	DATE EFFECTIVE	POLICY EXPIRATION
WORKERS' COMPENSATION & EMPLOYER LIABILITY	08FM0094	01/01/2008	12/31/2008

THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: Included  Excluded

**EMPLOYERS LIABILITY LIMITS**

Each Accident	1,000,000
Disease – Policy Limit	1,000,000
Disease – Each Employee	1,000,000

**DESCRIPTION OF OPERATION/LOCATIONS/SPECIAL ITEMS****CANCELLATION**

Should the above described policy be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

**CERTIFICATE HOLDER**

County of Boone – Missouri  
Attn: Melinda Bobbitt  
601 East Walnut, Room 208  
Columbia, MO 65201  
Fax: 573-886-4390

Insured's Copy




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 AUTHORIZED REPRESENTATIVE

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

County of Boone )  
 )ss  
 State of Missouri )

My name is Matthew Brownfield am an authorized agent of Brownfield Oil Company, Inc  
 (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.**

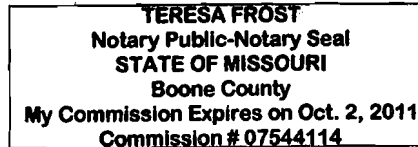
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts  
 that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit  
 under penalty of perjury that all employees are lawfully present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

*[Signature]* 6/2/09  
 Affiant Date

Matthew Brownfield  
 Printed Name

Subscribed and sworn to before me this 2nd day of June 2009.

*[Signature]*  
 Notary Public



*MM 55-08*

**E-Verify** *Employment Eligibility Verification***Company Information**

**Company Name:** Brownfield Oil Company, Inc  
**Company ID Number:** 178987

[View / Edit](#)**Physical Location:**

**Address 1:** 1415 Riley Industrial Drive  
**Address 2:**  
**City:** Moberly  
**State:** MO  
**Zip Code:** 65270  
**County:** RANDOLPH

**Mailing Address:**

**Address 1:** PO Box  
386  
**Address 2:**  
**City:** Moberly  
**State:** MO  
**Zip Code:** 65270

**Employer Identification Number:** 430962237  
**Total Number of Employees:** 20 to 99  
**Corporate / Parent Company:**

**Organization Designation:**

**Employer Category:** None of these categories apply

**NAICS Code:** 484 - TRUCK TRANSPORTATION

[View / Edit](#)

**Total Hiring Sites:** 3

[View / Edit](#)

**Total Points of Contact:** 4

[View / Edit](#)**Case Administration**

**Initial Verification**  
**View Cases**

**User Administration**

**Change Password**  
**Pwd Challenge Q&A**  
**Change Profile**

**Site Administration**

**Add User**  
**View Users**  
**Maintain Company**  
**Terminate Company Participation**

**Reports**

**View Reports**





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

### ARTICLE I

#### PURPOSE AND AUTHORITY

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

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

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

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



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 anti-discrimination 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 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).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 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 are "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair 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.

e. 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-to-date 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 as 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

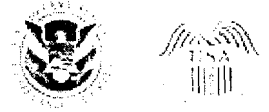
#### SERVICE PROVISIONS

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.**

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned Term. 20 08

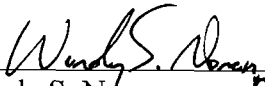
In the County Commission of said county, on the 4<sup>th</sup> day of November 20 08

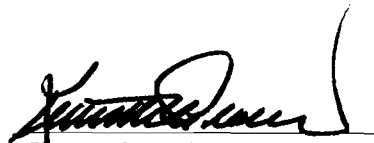
the following, among other proceedings, were had, viz:

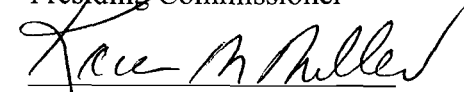
Now on this day the County Commission of the County of Boone does hereby approve Change Order #1 in the amount of \$33,800.10 for Waterfront Drive North Overlay & Drainage Improvement. It is further ordered the Presiding Commissioner is hereby authorized to sign said change order.

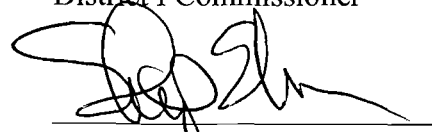
Done this 4<sup>th</sup> day of November, 2008.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned Term. 20 08

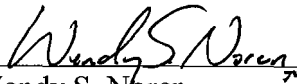
In the County Commission of said county, on the 4<sup>th</sup> day of November 20 08

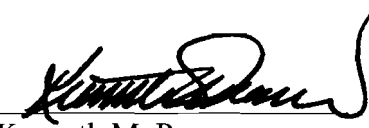
the following, among other proceedings, were had, viz:

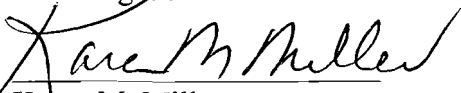
Now on this day the County Commission of the County of Boone does hereby approve the attached Grants of Easement for Utility Purposes to the City of Columbia. It is further ordered the Presiding Commissioner is hereby authorized to sign said easements.

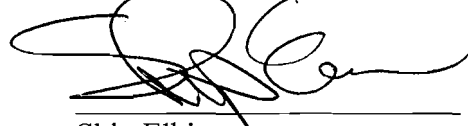
Done this 4<sup>th</sup> day of November, 2008.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

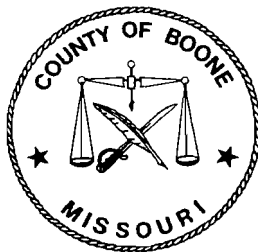
  
Skip Elkin  
District II Commissioner

# Boone County Public Works

David W. Mink, P.E.

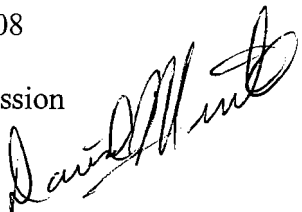
Director of Public Works

- ❖ Maintenance Operations Division
- ❖ Design and Construction Division
- ❖ Facilities Maintenance Division



5551 Highway 63 South  
Columbia, Missouri 65201-9711  
(573) 449-8515 ext (223)  
FAX (573) 875-1602  
EMAIL: dmink@boonecountymo.org

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Date: October 24, 2008  
To: County Commission  
From: David Mink   
Subject: MKT Trail – Grant of Sewer and Utility Easements to City of Columbia

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The City of Columbia Water & Light Department is requesting granting of one (1) new sewer easement and two (2) new utility easements in proximity to the MKT Trail on property owned by the County. The City discovered while researching for their project that the current descriptions for the sewer easement and the 20 foot utility easement referenced objects no longer in existence such as the former rail line. They have proposed new descriptions in the same locations to replace the existing descriptions which would be abandoned by the City. The third easement describes a new 10 foot utility easement to cover the location of an existing line which was discovered to be outside the existing easement. These descriptions have been reviewed by the County Surveyor and are reasonable requests to clarify the survey information regarding these easements.

The current project proposes a new underground electrical conduit placed in the easements described above. The line would be placed using horizontal boring techniques in sensitive locations to minimize impacts to the trail, trees, and streams. A few pit excavations will be necessary to facilitate the horizontal borings. A few small trees may need to be removed for these excavations. One excavation will be near Scott Boulevard and will require the removal of a willow tree that has been contemplated for removal anyway due to summer flood damage. Bob Davidson and I have met Water and Light personnel on site and have agreed to procedures to minimize the impacts of their project. The City hopes to complete the work before spring.

We appreciate efforts taken by the City to minimize impacts and recommend approval of the easement requests.

Cc: Bob Davidson

## GRANT OF EASEMENT FOR UTILITY PURPOSES

KNOW ALL MEN BY THESE PRESENTS:

This Grant of Easement for Utility Purposes made and entered into this 4<sup>th</sup> day of November, 2008 by and between Boone County, Missouri, a political subdivision of the state of Missouri, through its County Commission, hereinafter referred to as Grantor, in consideration of the sum of Ten Dollars (\$10.00) to us in hand paid by the City of Columbia, Missouri, a municipal corporation, Grantee, whose mailing address is P.O. Box 6015, Columbia, MO 65205, the receipt of which is hereby acknowledged, do hereby grant unto said City, its successors and assigns, an easement for the right, privilege and authority to construct, operate, replace, repair and maintain overhead electric distribution power lines, including the necessary poles, wires, guys, and anchors over, under, across, and upon the following described real estate, owned by us, situated in the County of Boone, State of Missouri, to-wit:

A strip of land located in the east half of the southeast quarter of Section 29, Township 48 North, Range 13 West in Boone County, Missouri; being a part the tracts described by deeds recorded in Book 903, Page 627; Book 903, Page 628 and Book 2643, Page 68 of the Boone County records and further described as being part of Tract B of the survey recorded in Book 986, Page 776; more particularly described as follows:

Starting at the southeast corner of section 29-48-13; thence N 0°46'30" E, along the east line of Tract B, 1125.15 feet to the POINT OF BEGINNING of said strip to be twenty (20) feet wide, the centerline described as follows: thence N 89°11'50" W 59.78 feet to the west line of a construction easement recorded in Book 646, Page 987; thence N 71°37'30" W 965.22 feet; thence said strip to be ten (10) feet wide lying left or south and fifteen (15) feet wide lying right or north of the line continuing N 71°37'30" W 43.03 feet to a point on the southerly line of the abandoned right-of-way of the McBaine-Columbia railroad spur; thence N 84°43'00" W, along said line, 38.47 feet to the west line of said Tract B, the END of said described line.

This grant includes the right of the City of Columbia, Missouri, its officers, agents, and employees to enter upon said real estate at any time for the purpose of exercising any of the rights herein granted; also the right to trim, clear, or remove, at any time from said easement or the premises of the grantor adjoining the same or either side thereof any tree, brush, structure or obstruction of any kind of character whatsoever which, in the sole judgment of the City may endanger the safety of or interfere with the operation and maintenance of said City's facilities; also the; also the right of ingress and egress to and from the herein granted; and the right to use the premises of the grantor adjoining said easement or either sided thereof to pile earth, place or move machinery, place or store materials and any other act necessary for the purpose of exercising any of the rights herein granted.

The Grantor covenants that, subject to liens and encumbrances of record at the date of this easement, is the owner of the above described land and has the right and authority to make and execute this Grant of Easement.

IN WITNESS WHEREOF, the said Grantor has been duly authorized to hereunto set its hand the day and year first above mentioned.

ATTEST:

BOONE COUNTY, MISSOURI,  
a political subdivision of the State of Missouri,  
By its County Commission

By: Wendy S. Noren  
Wendy S. Noren, County Clerk

By: Ken Pearson  
Ken Pearson, Presiding Commissioner

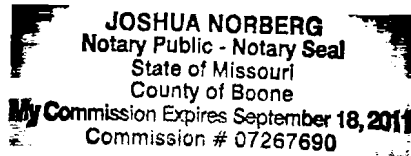
STATE OF MISSOURI            )  
  ) SS.  
COUNTY OF BOONE            )

On this 4<sup>th</sup> day of November, 2008, before me, a Notary Public in and for said state, personally appeared Ken Pearson and Wendy S. Noren, Presiding Commissioner and County Clerk respectively of Boone County, Missouri, a Political Subdivision of the State of Missouri, by its County Commission and further acknowledged that they executed the same for the purposes therein stated and that they have been granted the authority by said County Commission on behalf of Boone County, Missouri, to execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal.

By: [Signature]  
WF1166689/JOB 1/EL0147/GRID 1-7-F (DAS)

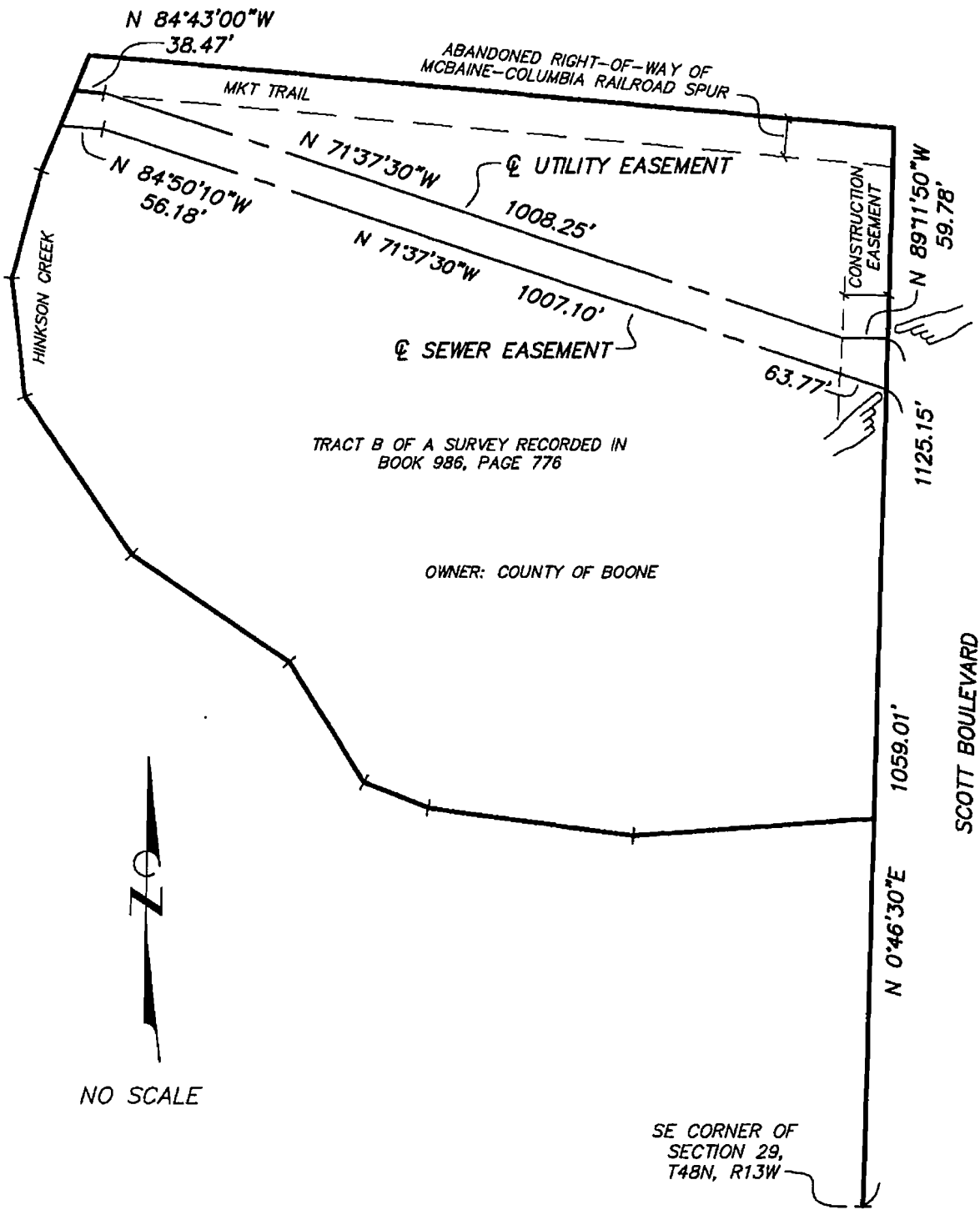
My commission expires: September 18, 2011



CERTIFICATION:

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

No Encumbrance Required 10/24/08  
Auditor [Signature] Date



NO SCALE

**EXHIBIT "A"**  
SHEET 1 OF 1



**Engineering Surveys & Services**

1113 Fay Street  
Columbia, Missouri  
573 - 449 - 2646  
SEPTEMBER 25, 2008

*mt*  
9/25/08





## GRANT OF EASEMENT FOR SEWER PURPOSES

THIS INDENTURE, made on the 4th day of November, 2008, by and between Boone County, Missouri, a political subdivision of the State of Missouri, by its County Commission, Grantor, and the City of Columbia, Missouri, Grantee, a municipal corporation; Grantee's mailing address is Post Office Box 6015, Columbia, MO 65205;

WITNESSETH:

That Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, to us in hand paid by the City of Columbia, the receipt of which is hereby acknowledged, do hereby grant unto said City, its successors and assigns, the right, privilege and authority to construct, operate, replace, repair and maintain sewers and pipes, including the necessary manholes and other fixtures, under, across and upon the following described real estate, owned by us, situated in the County of Boone, State of Missouri, to wit:

A strip of land located in the east half of the southeast quarter of Section 29, Township 48 North, Range 13 West in Boone County, Missouri; being a part of the tracts described by deeds recorded in Book 903, Page 627; Book 903, Page 628 and Book 2643, Page 68 of the Boone County records and further described as being part of Tract B of the survey recorded in Book 986, Page 776, more particularly described as follows:

Starting at the southeast corner of Section 29-48-13; thence N 0°46'30" E, along the east line of Tract B, 1059.01 feet to the POINT OF BEGINNING of said strip to be twenty (20) feet wide, the centerline described as follows: thence N 71°37'30" W 63.77 feet to the west line of a construction easement recorded in Book 646, Page 987; thence continuing N 71°37'30" W 1007.10 feet; thence N 84°50'10" W 56.18 feet to the west line of Tract B of the survey recorded in Book 986, Page 776, the END of said described line.

Said easement being the right to construct, operate, replace, repair and maintain sewers and pipes under or across said easement, and right of access thereto over the above-described tract of land across the Grantor's adjacent property.

The grant includes the right of the City of Columbia, Missouri, its officers, agents and employees, to enter upon said real estate at any time for the purpose of exercising any of the rights herein granted; also the right to trim, clear or remove, at any time from said easement any tree, brush, structure or obstruction of any kind or character whatsoever which, in the reasonable judgment of the City may endanger the safety of or interfere with the operation and maintenance of said City's facilities.

The grantor covenants that, subject to liens and encumbrances of record at the date of this easement, it is the owner of the above-described land and has the right and authority to make and execute this Grant of Easement.

IN WITNESS WHEREOF, the said Grantor has been duly authorized to hereunto set its hand and seal the day and year first above written.

ATTEST:

BOONE COUNTY COMMISSION,  
a political subdivision of the State of Missouri,  
By its County Commission

By: Wendy S. Noren  
Wendy S. Noren, County Clerk

By: Ken Pearson  
Ken Pearson, Presiding Commissioner

STATE OF MISSOURI        )  
                                      ) SS.  
COUNTY OF BOONE        )

On this 4th day of November, 2008, before me, a Notary Public in and for said state, personally appeared Ken Pearson and Wendy S. Noren, Presiding Commissioner and County Clerk respectively of Boone County, Missouri, a political subdivision of the State of Missouri, by its County Commission and further acknowledged that they executed the same for the purposes therein stated and that they have been granted the authority by said County Commission on behalf of Boone County, Missouri, to execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal.

My commission expires: September 18, 2011

Joshua Norberg  
Notary Public

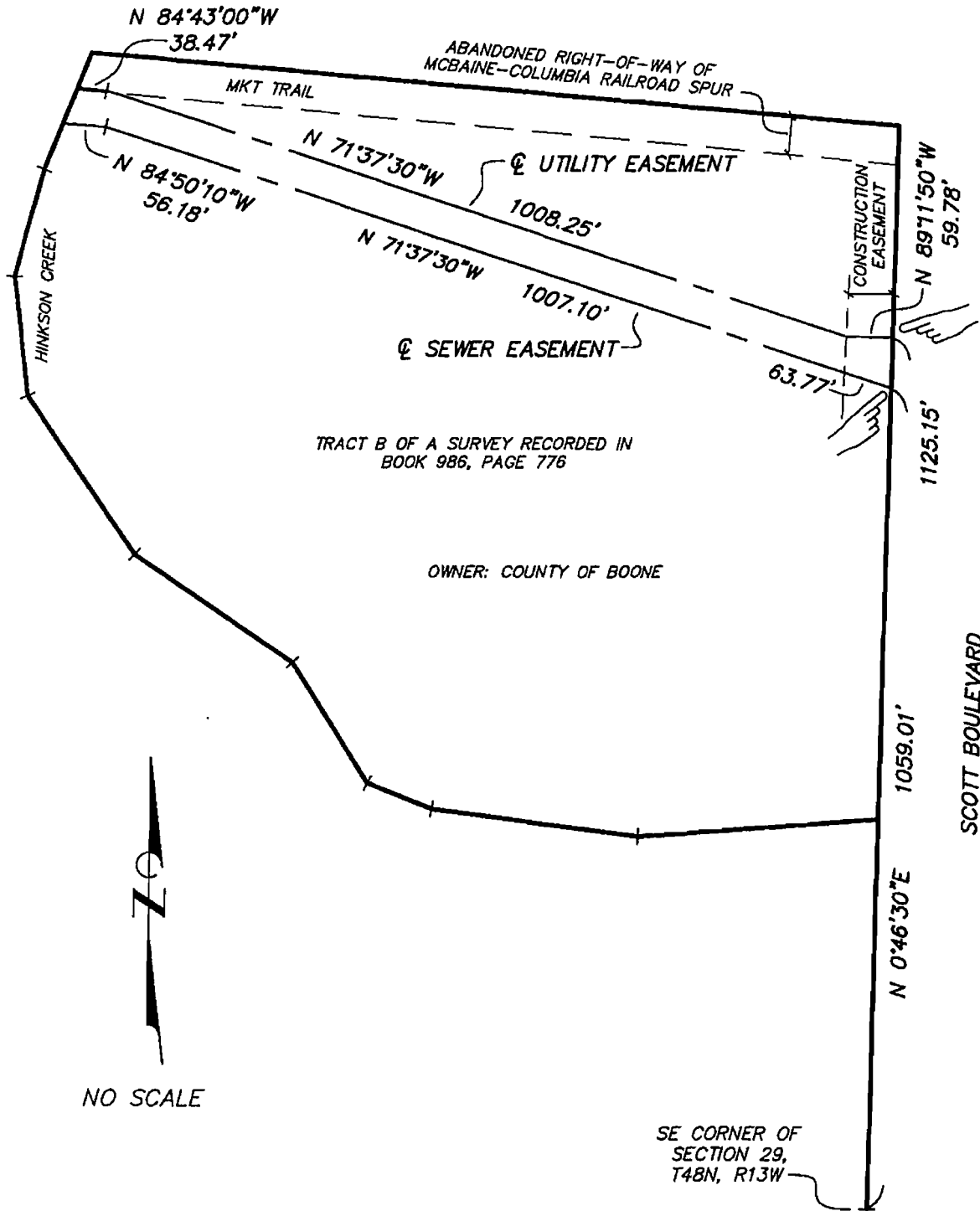
WF1166689/JOB 1/EL0147/GRID 1-7-F (DAS)

**JOSHUA NORBERG**  
Notary Public - Notary Seal  
State of Missouri  
County of Boone  
My Commission Expires September 18, 2011  
Commission # 07267690

CERTIFICATION:

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

No Encumbrance Required 10/24/08  
Auditor by cog Date



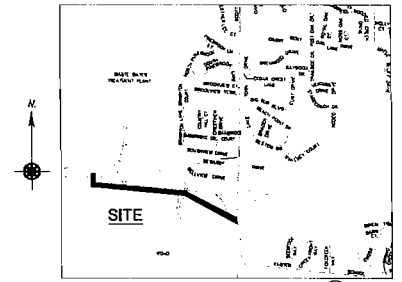
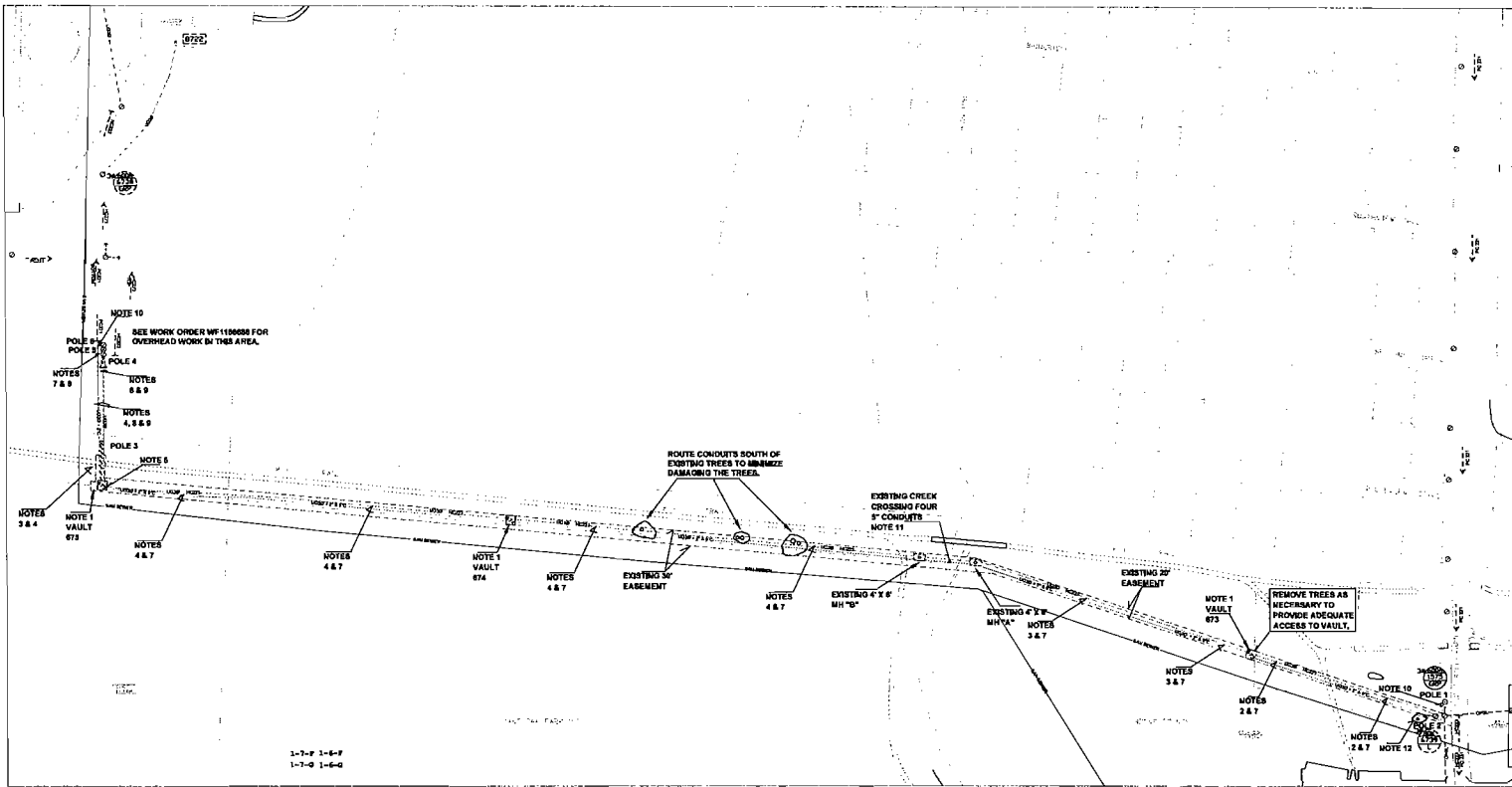
  
 NO SCALE

**EXHIBIT "A"**  
 SHEET 1 OF 1



**Engineering Surveys & Services**  
 1113 Fay Street  
 Columbia, Missouri  
 573 - 449 - 2646  
 SEPTEMBER 25, 2008

*ms*  
 9/25/08



**LOCATION MAP**  
NOT TO SCALE

**LIST OF MATERIALS**

- 3PH (800A) UG PRIMARY
  - THREE 500 MCM, CU, 15KV (STOCK # 62-04-102) - 3607' PHASE 10950 TOTAL
  - 3" PVC CONDUIT (STOCK # 18-01-103) - 3377'
  - 2" PVC CONDUIT (STOCK # 18-01-108) - 2120'
  - 5" BORE-GARD CONDUIT (STOCK # 18-01-131) - 2050'
  - 2" ROLL DUCT - 1000'
  - 5' - 60° RIGID STEEL ELBOW (STOCK # 18-01-126) - 17'
  - 2" PVC 90° (STOCK # 18-01-117) - 5'
  - 5' RIGID STEEL CONDUIT (STOCK # 18-01-101) - 217'
  - 2" RIGID STEEL CONDUIT (STOCK # 18-01-107) - 20'
  - V2, V3 PRECAST CONCRETE SWIR FOUNDATION - 3
  - WFF-72 FIBERGLASS HOUSING ONLY - 3
  - U7 RISER - 2
  - BOTTOM 10' OF U7 RISER - 1
  - 2" FIBER OPTIC RISER - 2
  - 600 AMP CONNECTION PLUG (STOCK # 84-08-101) - 12
  - 200 MCM 15KV FANDED ELBOW CONNECTOR KIT (STOCK # 84-08-111) - 24
  - 600 STR QUICK SPLICE (STOCK # 84-08-104) - 8
  - SEC BONES (STOCK # 18-01-109) - 2
  - 80-1 (STOCK # 12-01-104) - 1
  - G1 - URWEM POLE GROUND - 1
  - G2 - BUTT WRAP POLE GROUND - 1
  - J17 - NEUTRAL DEADEND - 2
  - 87A#2 - 15.0 KV 3PH ALUMINA-FORM DOUBLE DEADEND, BFT. - 1
  - 518 - RISER DISCONNECT SWITCH - 1
- NOTE: THERE ARE TWO 72" FIBERGLASS HOUSINGS ALONG THE NORTH FENCE OF THE STORAGE YARD. THERE IS AN OLD 72" SWITCHGEAR WHICH HAS BEEN TAKEN OUT OF SERVICE AND RETURNED TO THE STORAGE YARD ALONG THE EAST FENCE WITH THE NEW SWITCHGEAR. USE THE FIBERGLASS HOUSING FROM THIS SWITCHGEAR FOR THE THIRD UNIT.

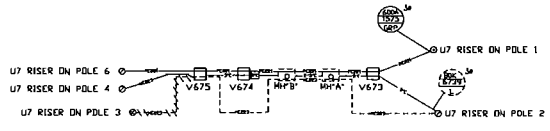
CONTACT PROPERTY OWNERS PRIOR TO BEGINNING WORK AND AFTER WORK IS COMPLETED, RESTORE ALL AREAS TO OWNER'S SATISFACTION.  
 GANT OAK FARMS, INC. CONTACT CARL TRAMER 445-1229  
 BOONE COUNTY, CONTACT BOB DAVIDSON 888-4401 OR 864-2999 (CELL)

**NOTES**

- NOTE 1: INSTALL WPP7-2 FIBERGLASS HOUSING ONLY ON V2, 4" X 8" PRECAST CONCRETE SWGR FOUNDATION. SPLICE 1000 CONDUCTORS IN THE FIBERGLASS HOUSING USING T-BODY ELBOW CONNECTOR KIT (84-08-111) AND CONNECTOR PLUG (84-08-101). LABEL VAULTS AS INDICATED.
- NOTE 2: INSTALL ONE 5" AND ONE 2" CONDUIT FROM RISERS ON POLE 1 TO V675 AND ONE 5" CONDUIT FROM RISER ON POLE 3 TO V675. CONDUITS TO BE INSTALLED BY BORING FROM JUST WEST OF POLE 2 TO V675.
- NOTE 3: INSTALL TWO 5" AND ONE 2" CONDUIT FROM V675 TO EXISTING MANHOLE "A". CONDUITS TO BE INSTALLED BY BORING BETWEEN V675 AND MANHOLE "A".
- NOTE 4: INSTALL TWO 5" AND ONE 2" CONDUIT FROM EXISTING MH "B" THRU V674 TO V675 THEN TO RISERS ON POLES 4 AND 6. OPEN CUT WHEN PARALLELING TRAIL TO V675. BORE CONDUITS UNDER MKT TRAIL AND HANCOCK CREEK, THEN OPEN CUT TO RISERS ON POLES 4 AND 6. REPAIR ANY DAMAGE TO FENCE TO PROPERTY OWNER'S SATISFACTION.
- NOTE 5: LOCATE EXISTING U.G. HC223 CONDUCTORS AND ROUTE INTO V675.
- NOTE 6: ROUTE ONE 5" CONDUIT TO U7 RISER ON POLE 4.
- NOTE 7: ROUTE ONE 5" AND 2" CONDUIT TO RISERS ON POLE 6.
- NOTE 8: PULL IN THREE - #500 MCM, CU, 15KV, 10N CONDUCTORS IN THE 5" CONDUIT FROM THE RISER DISCONNECT SWITCH #1875 ON POLE 1 THRU VAULTS AND MANHOLES TO RISER ON POLE 6.
- NOTE 9: PULL IN THREE - #500 MCM, CU, 15KV, 10N CONDUCTORS IN THE 5" CONDUIT FROM V675 TO RISER ON POLE 4. SPLICE WITH EXISTING HC223 CONDUCTORS AT V675 AND ABANDON EXISTING HC223 CONDUCTORS IN PLACE, FROM V675 RISER ON POLE 3.
- NOTE 10: INSTALL SECONDARY BOX AT BASE OF POLE FOR FIBER SPLICING.
- NOTE 11: THERE IS SUPPOSED TO BE FOUR EXISTING 3" CONDUITS CROSSING HANCOCK CREEK. ONE IS TO BE USED FOR FIBER. IF THERE IS NOT AT LEAST THREE CONDUITS A 2" CONDUIT WILL NEED TO BE BORED UNDER HANCOCK CREEK FOR FIBER.
- NOTE 12: REMOVE EXISTING TREE.

**POLE NOTES**

- POLE 1: SET G1, G1, G2, TWO J17 FOR STATIC DOUBLE DEAD END, 87A#2 (C/WAL TOP) INSTALL ON NORTH SIDE OF POLE. BEG 10' CROSSARM (BOTTOM). INSTALL U7 RISER, 2" FIBER RISER AND 5-18 RISER DISCONNECT SWITCH, LABEL THIS SWITCH 1575. THIS WILL BE A FUTURE DEADEND POLE, INSTALL RISERS ON SOUTH SIDE OF POLE.
- POLE 2: POLE OK. INSTALL THE BOTTOM 10' OF U7 RISER AND CAP FOR FUTURE USE.
- POLE 3: POLE TO BE REMOVED AS PART OF WF118668.
- POLE 4: POLE OK. INSTALLED AS PART OF WF118668. INSTALL U7 RISER.
- POLE 5: POLE TO BE REMOVED AS PART OF WF118668.
- POLE 6: POLE OK. INSTALLED AS PART OF WF118668. INSTALL U7 AND 2" FIBER RISER.



3Ø CONNECTION DIAGRAM

EQUIPMENT USED	QUANTITY	DATE

**WF118668**  
 JOB 1 LAND AND LAND RIGHTS  
 JOB 2 INSTALL POLE FIXTURES  
 JOB 3 REMOVE POLE FIXTURES  
 JOB 4 INSTALL U.G. CONDUITS  
 JOB 5 INSTALL U.G. CONDUCTORS  
 JOB 6 REMOVE U.G. CONDUCTORS  
 JOB 7 TREEMING

REV	DATE	BY	CHKD
1	10-23-08		
2	10-23-08		

EXTEND PC221 U.G. FROM WHTP TO SCOTT BLVD  
 RELOCATE FACILITIES FOR SCOTT BLVD IMPROVEMENT PROJECT - PHASE 1

## GRANT OF EASEMENT FOR UTILITY PURPOSES

KNOW ALL MEN BY THESE PRESENTS:

This Grant of Easement for Utility Purposes made and entered into this 4<sup>th</sup> day of November, 2008 by and between Boone County, Missouri, a political subdivision of the state of Missouri, through its County Commission, hereinafter referred to as Grantor, in consideration of the sum of Ten Dollars (\$10.00) to us in hand paid by the City of Columbia, Missouri, a municipal corporation, Grantee, whose mailing address is P.O. Box 6015, Columbia, MO 65205, the receipt of which is hereby acknowledged, do hereby grant unto said City, its successors and assigns, an easement for the right, privilege and authority to construct, operate, replace, repair and maintain overhead electric distribution power lines, including the necessary poles, wires, guys, and anchors over, under, across, and upon the following described real estate, owned by us, situated in the County of Boone, State of Missouri, to-wit:

A strip of land located in the south half of Section 29, Township 48 North, Range 13 West in Boone County, Missouri; being a part of the tract described by a warranty deed recorded in Book 987, Page 568 of the Boone County records and further described as being a part of Tract A of a survey recorded in Book 986, Page 776, more particularly described as follows:

Starting at the southeast corner of Section 29-48-13, thence N 0°46'30" E, along the section line, 1397.29 feet to the centerline of the MKT Trail (formally the right-of-way for the McBaine – Columbia Spur of the MKT railroad); thence N 84°43'00" W, along said centerline 1043.92 feet to the apparent center of Hinkson Creek; thence S 21°32'30" W, along the center of the creek, 52.08 feet to the southeast corner of Tract A of the survey recorded in Book 986, Page 776, the POINT OF BEGINNING. From the point of beginning said strip to be ten (10) feet wide lying adjacent to and north of the south line of Tract A of the survey in Book 986, Page 776, being N 84°39'00" W 1781.83 feet to the P.C. of a curve to the right having a radius of 2914.79 feet; thence along said curve 70.84 feet, the chord being N 83°56'30" W 70.84 feet to the END of said described line.

AND

A strip of land described as starting at the point being the end of the above described line; thence N 1°38'50" E 50.00 feet to the centerline of Tract A of the survey recorded in Book 986, Page 776 to the POINT OF BEGINNING of a strip being twenty (20) feet wide, the centerline described as N 1°38'50" E 50.00 feet to the north line of said Tract A, the END of said centerline.

This grant includes the right of the City of Columbia, Missouri, its officers, agents, and employees to enter upon said real estate at any time for the purpose of exercising any of the rights herein granted; also the right to trim, clear, or remove, at any time from said easement or the premises of the grantor adjoining the same or either side thereof any tree, brush, structure or obstruction of any kind of character whatsoever which, in the sole judgment of the City may endanger the safety of or interfere with the operation and maintenance of said City's facilities; also the; also the right of ingress and egress to and from the herein granted; and the right to use the premises of the grantor adjoining said easement or either sided thereof



SCOTT BOULEVARD

N 0°46'30"E 1397.29'

SECTION LINE

TRACT B OF SURVEY  
RECORDED IN  
BOOK 986, PAGE 776

SE CORNER OF  
SECTION 29,  
T48N, R13W

ABANDONED RIGHT OF WAY OF  
MCBAINE-COLUMBIA RAILROAD SPUR

N 84°43'00"W  
1043.92'

HINKSON CREEK

OWNER: COUNTY OF BOONE  
TRACT A OF A SURVEY RECORDED IN  
BOOK 986, PAGE 776

S 21°32'30"W  
52.08'

10' UTILITY EASEMENT

1781.83'

MKT TRAIL

N 84°39'00"W

20' UTILITY EASEMENT  
N 1°38'50"E 50.00'

PC

ARC=70.84'

CHORD=N 83°56'30"W 70.84'

R=2914.79'

N 1°38'50"E  
50.00'



NO SCALE

**Engineering Surveys & Services**

1113 Fay Street  
Columbia, Missouri  
573 - 449 - 2646  
SEPTEMBER 25, 2008

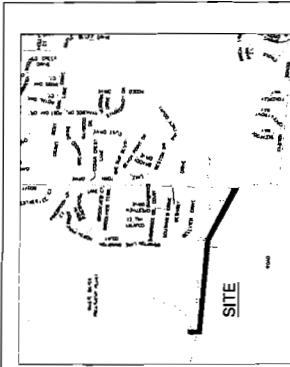


**EXHIBIT "A"**  
SHEET 1 OF 1

11004

21004  
9/25/08



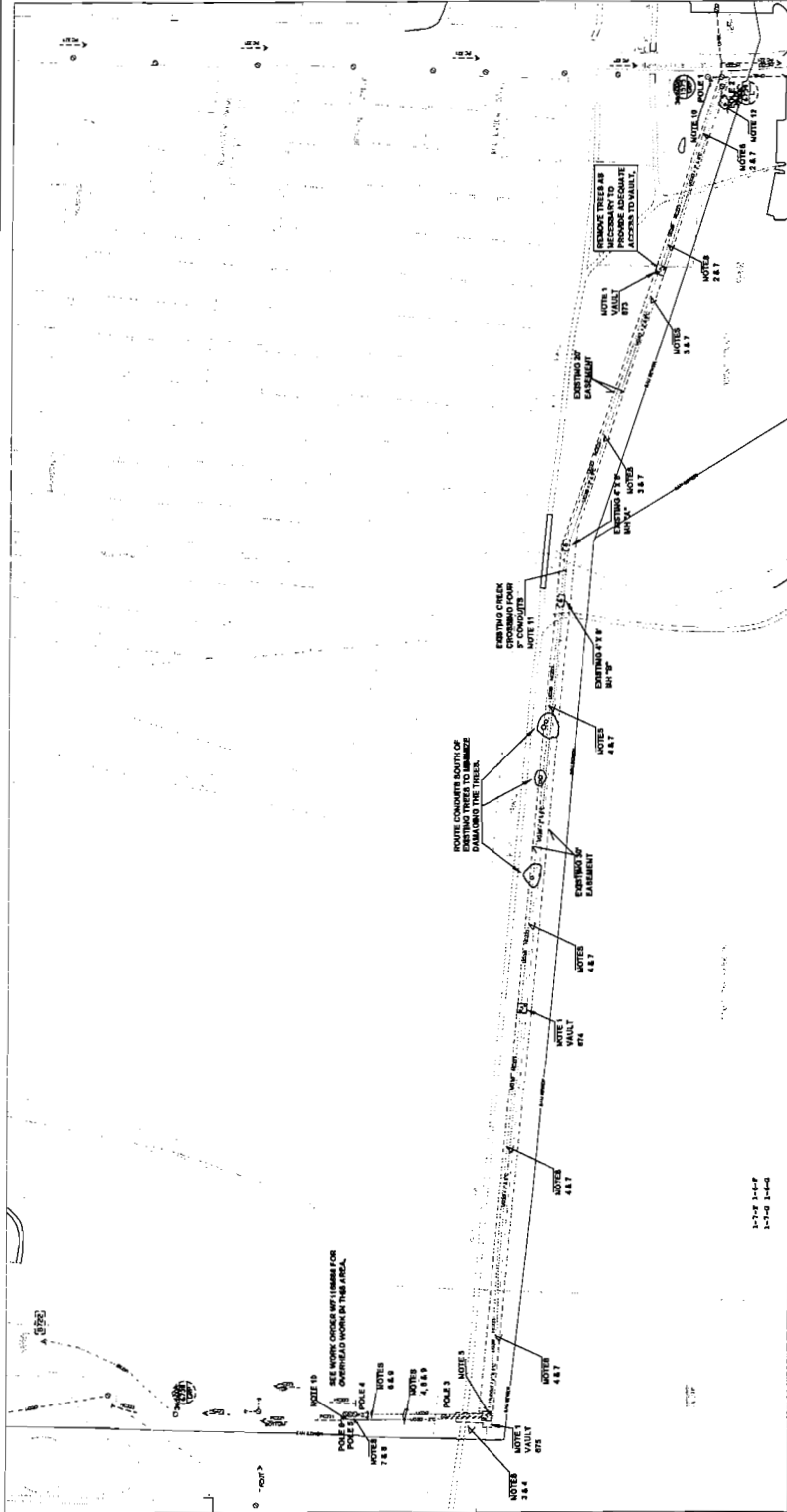


LOCATION MAP  
NOT TO SCALE

LIST OF MATERIALS

- 3M (RESIN) PRIMARY
- 3M (RESIN) SECONDARY
- 3M (RESIN) EPOXY
- 2" PVC CONDUIT (STOCK #164-107) - 200'
- 2" PVC CONDUIT (STOCK #164-109) - 200'
- 2" RIGID DUCT - 100'
- 2" RIGID DUCT - 100'
- 2" RIGID DUCT (STOCK #164-101) - 200'
- 2" RIGID DUCT (STOCK #164-102) - 200'
- 2" RIGID DUCT (STOCK #164-103) - 200'
- 2" RIGID DUCT (STOCK #164-104) - 200'
- 2" RIGID DUCT (STOCK #164-105) - 200'
- 2" RIGID DUCT (STOCK #164-106) - 200'
- 2" RIGID DUCT (STOCK #164-107) - 200'
- 2" RIGID DUCT (STOCK #164-108) - 200'
- 2" RIGID DUCT (STOCK #164-109) - 200'
- 2" RIGID DUCT (STOCK #164-110) - 200'
- 2" RIGID DUCT (STOCK #164-111) - 200'
- 2" RIGID DUCT (STOCK #164-112) - 200'
- 2" RIGID DUCT (STOCK #164-113) - 200'
- 2" RIGID DUCT (STOCK #164-114) - 200'
- 2" RIGID DUCT (STOCK #164-115) - 200'
- 2" RIGID DUCT (STOCK #164-116) - 200'
- 2" RIGID DUCT (STOCK #164-117) - 200'
- 2" RIGID DUCT (STOCK #164-118) - 200'
- 2" RIGID DUCT (STOCK #164-119) - 200'
- 2" RIGID DUCT (STOCK #164-120) - 200'
- 2" RIGID DUCT (STOCK #164-121) - 200'
- 2" RIGID DUCT (STOCK #164-122) - 200'
- 2" RIGID DUCT (STOCK #164-123) - 200'
- 2" RIGID DUCT (STOCK #164-124) - 200'
- 2" RIGID DUCT (STOCK #164-125) - 200'
- 2" RIGID DUCT (STOCK #164-126) - 200'
- 2" RIGID DUCT (STOCK #164-127) - 200'
- 2" RIGID DUCT (STOCK #164-128) - 200'
- 2" RIGID DUCT (STOCK #164-129) - 200'
- 2" RIGID DUCT (STOCK #164-130) - 200'
- 2" RIGID DUCT (STOCK #164-131) - 200'
- 2" RIGID DUCT (STOCK #164-132) - 200'
- 2" RIGID DUCT (STOCK #164-133) - 200'
- 2" RIGID DUCT (STOCK #164-134) - 200'
- 2" RIGID DUCT (STOCK #164-135) - 200'
- 2" RIGID DUCT (STOCK #164-136) - 200'
- 2" RIGID DUCT (STOCK #164-137) - 200'
- 2" RIGID DUCT (STOCK #164-138) - 200'
- 2" RIGID DUCT (STOCK #164-139) - 200'
- 2" RIGID DUCT (STOCK #164-140) - 200'
- 2" RIGID DUCT (STOCK #164-141) - 200'
- 2" RIGID DUCT (STOCK #164-142) - 200'
- 2" RIGID DUCT (STOCK #164-143) - 200'
- 2" RIGID DUCT (STOCK #164-144) - 200'
- 2" RIGID DUCT (STOCK #164-145) - 200'
- 2" RIGID DUCT (STOCK #164-146) - 200'
- 2" RIGID DUCT (STOCK #164-147) - 200'
- 2" RIGID DUCT (STOCK #164-148) - 200'
- 2" RIGID DUCT (STOCK #164-149) - 200'
- 2" RIGID DUCT (STOCK #164-150) - 200'

NOTE: THESE ARE TWO 2" FIBERGLASS HOUSINGS ALONG THE NORTH FACE OF THE STRENGTH MEMBER. THESE ARE TWO 2" FIBERGLASS HOUSINGS ALONG THE SOUTH FACE OF THE STRENGTH MEMBER. THESE ARE TWO 2" FIBERGLASS HOUSINGS ALONG THE EAST FACE OF THE STRENGTH MEMBER. THESE ARE TWO 2" FIBERGLASS HOUSINGS ALONG THE WEST FACE OF THE STRENGTH MEMBER.



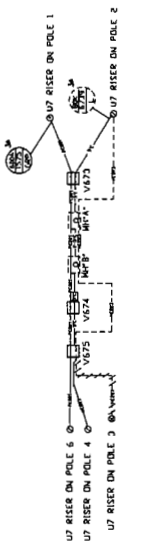
CONTACT PROPERTY OWNERS PRIOR TO BEGINNING WORK AND AFTER WORK IS COMPLETED. RESTORE ALL AREAS TO OWNER'S SATISFACTION.

OWNER: [Name] 1-2-1 1-4-1  
1-2-1 1-4-2  
1-2-1 1-4-3

NOTES

- NOTE 1: INSTALL TWO (2) AND ONE (1) 3" CONDUIT FROM WFT TO EXISTING WHT TOWER. FOUNDATION, RISES, LEAD CONDUCTORS IN THE FIBERGLASS HOUSING AND CONDUIT RISES AS INDICATED.
- NOTE 2: INSTALL ONE (1) 3" AND ONE (1) 2" CONDUIT FROM RISER ON POLE 1 TO WFT AND ONE (1) CONDUIT FROM RISER ON POLE 2 TO WFT. CONDUITS TO BE INSTALLED BY BORING FROM JUST WEST OF POLE 2 TO WFT.
- NOTE 3: INSTALL TWO (2) AND ONE (1) 2" CONDUIT FROM WFT TO EXISTING WHT TOWER. FOUNDATION, RISES, LEAD CONDUCTORS IN THE FIBERGLASS HOUSING AND CONDUIT RISES AS INDICATED.
- NOTE 4: INSTALL TWO (2) AND ONE (1) 2" CONDUIT FROM RISER ON POLE 1 TO WFT AND ONE (1) CONDUIT FROM RISER ON POLE 2 TO WFT. CONDUITS TO BE INSTALLED BY BORING FROM JUST WEST OF POLE 2 TO WFT.
- NOTE 5: LOCATE EXISTING UUG. RISES CONDUCTORS AND ROUTE INTO WFT.
- NOTE 6: ROUTE ONE (1) 3" CONDUIT TO UT RISER ON POLE 1.
- NOTE 7: ROUTE ONE (1) 3" AND ONE (1) 2" CONDUIT TO RISERS ON POLE 1.
- NOTE 8: PULL IN THREE (3) 3" AND UUG. CONDUCTORS IN THE 3" CONDUIT FROM THE EXISTING WHT TOWER TO EXISTING WHT TOWER. PULL IN TWO (2) 3" AND UUG. CONDUCTORS TO RISER ON POLE 1.
- NOTE 9: PULL IN THREE (3) 3" AND UUG. CONDUCTORS IN THE 3" CONDUIT FROM WFT TO RISER ON POLE 1. SPURGE WITH EXISTING IN-PLACE CONDUCTORS AT WFT AND RISER ON POLE 1.
- NOTE 10: PULL IN THREE (3) 3" AND UUG. CONDUCTORS IN THE 3" CONDUIT FROM WFT TO RISER ON POLE 1. SPURGE WITH EXISTING IN-PLACE CONDUCTORS AT WFT AND RISER ON POLE 1.
- NOTE 11: THERE IS SUPPOSED TO BE FOUR EXISTING 3" CONDUCTORS OVERHUNG WHT TOWER. CONDUIT WILL NEED TO BE BORED UNDER WHT TOWER FOR THESE.
- NOTE 12: REMOVE EXISTING TREE.

390 CONNECTION DIAGRAM



NO.	DATE	BY	FOR
1	10-23-08	[Name]	[Title]
2	10-31-08	[Name]	[Title]
3	11-13-08	[Name]	[Title]
4	11-13-08	[Name]	[Title]

EXTEND PC221 U.G. FROM WFT TO SCOTT BLVD  
RISER AND CONDUIT  
SCOTT BLVD IMPROVEMENT  
PROJECT - PHASE 1  
WATER AND LIGHT REPAIRSHEET  
1-8-17-T  
COLUMBIA, MISSOURI

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

November Session of the October Adjourned Term. 20 08

In the County Commission of said county, on the

4<sup>th</sup> day of November 20 08

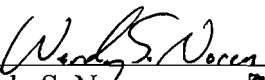
the following, among other proceedings, were had, viz:

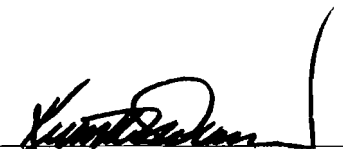
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for increased witness expenses, transcripts, and court costs:

Department	Account	Department Name	Account Name	Decrease	Increase
1123	86800	Emergency & Contingency	Emergency	\$15,000.00	
1262	84600	Victim Witness	Court Costs		\$3,000.00
1262	84700	Victim Witness	Witness Expense		\$7,000.00
1262	84800	Victim Witness	Transcripts		\$5,000.00

Done this 4<sup>th</sup> day of November, 2008.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Kenneth M. Pearson  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

November Session of the October Adjourned Term. 20 08

In the County Commission of said county, on the 4<sup>th</sup> day of November 20 08

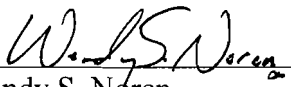
the following, among other proceedings, were had, viz:

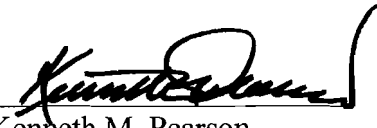
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment for the Intensive Intervention Grant:

Department	Account	Department Name	Account Name	Decrease	Increase
1243	03451	Judicial Grants	State Grant Reimb.		\$7,557.00
1243	10100	Judicial Grants	Salaries/Wages		\$7,020.00
1243	10200	Judicial Grants	FICA		\$537.00

Done this 4<sup>th</sup> day of November, 2008.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Kenneth M. Pearson  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

November Session of the October Adjourned Term. 20 08

In the County Commission of said county, on the 4<sup>th</sup> day of November 20 08

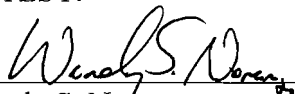
the following, among other proceedings, were had, viz:

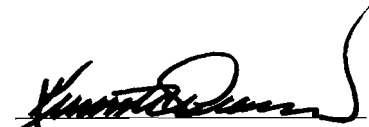
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment for the Probation Services Grant:

Department	Account	Department Name	Account Name	Decrease	Increase
1243	03451	Judicial Grants	State Grant Reimb.		\$38,638.00
1243	10100	Judicial Grants	Salaries/Wages		\$30,450.00
1243	10200	Judicial Grants	FICA		\$2,330.00
1243	10300	Judicial Grants	Health Insurance		\$4,750.00
1243	10325	Judicial Grants	Disability Insurance		\$113.00
1243	10350	Judicial Grants	Life Insurance		\$53.00
1243	10375	Judicial Grants	Dental Insurance		\$356.00
1243	10500	Judicial Grants	401(A) Match		\$586.00

Done this 4<sup>th</sup> day of November, 2008.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Kenneth M. Pearson  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

November Session of the October Adjourned Term. 20 08

In the County Commission of said county, on the 4<sup>th</sup> day of November 20 08

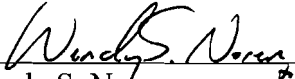
the following, among other proceedings, were had, viz:

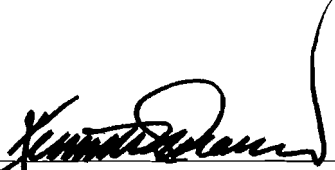
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment for the Fostering Court Improvement JCIP Sub-Grant:

Department	Account	Department Name	Account Name	Decrease	Increase
1243	03451	Judicial Grants	State Grant Reimb.		\$802.00
1243	91301	Judicial Grants	Computer Hardware		\$802.00

Done this 4<sup>th</sup> day of November, 2008.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Kenneth M. Pearson  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned Term. 20 08


In the County Commission of said county, on the 4<sup>th</sup> day of November 20 08

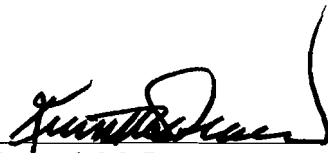
the following, among other proceedings, were had, viz:

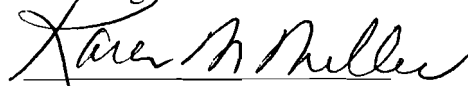
Now on this day the County Commission of the County of Boone does hereby approve the Agreement for Retention of Outside Counsel Services. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 4<sup>th</sup> day of November, 2008.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

**AGREEMENT**

This agreement is entered into on this 22<sup>nd</sup> day of October, 2008, between The County of Boone, Missouri and Rogers, Ehrhardt & Weber, L.L.C.

The parties agree as follows:

1. Rogers, Ehrhardt & Weber, L.L.C. will represent Boone County / Boone County Sheriff's Department in the matter of William Patrick Cronan v. Trevor Fowler, et al., Case No. 08-4224-CV-C-NKL under the terms and conditions set forth in Exhibit A which is attached to and made a part of this agreement.
2. Notwithstanding any provision of Exhibit A, the County of Boone's obligations for fees, costs and expenses under this agreement shall not exceed the sum of \$7,500.00 unless an addendum to this agreement is executed authorizing additional fees, costs and expenses.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

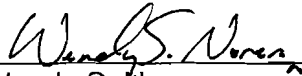
**BOONE COUNTY, MISSOURI**

By and through its County Commission

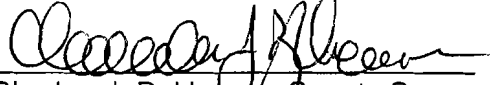
By: 

Kenneth M. Pearson, Presiding Commissioner

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

APPROVED AS TO FORM:

  
 Charles J. Dykhouse, County Counselor

**ROGERS, EHRHARDT & WEBER, L.L.C.**

By: 

Glen R. Ehrhardt

**ROGERS, EHRHARDT & WEBER, L.L.C.**  
**Attorneys at Law**

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**PERSONAL AND CONFIDENTIAL**  
**ATTORNEY/CLIENT PRIVILEGED COMMUNICATION**

October 21, 2008

C.J. Dykhouse  
Boone County Counselor  
601 East Walnut, Room 207  
Columbia, MO 65201

RE: William Patrick Cronan v. Trevor Fowler, et al.  
Case No. 08-4224-CV-C-NKL

Dear Mr. Dykhouse:

As you are aware, our law firm was previously retained by MARCIT to represent and defend Boone County, Missouri, and Boone County Sheriff Deputies Trevor Fowler and Scott Ewing in the above-referenced cause. It is further our understanding a coverage issue has arisen between MARCIT and Boone County, Missouri concerning the applicability of the insurance policy to this matter. As a result, we hereby submit for consideration by the Boone County Commission this Engagement Letter with respect to our continued representation and defense of Boone County and Defendants Fowler and Ewing in the above-referenced litigation. For your reference, I am attaching a Memorandum from Jasen Matyas detailing the current status of this case as well as our future litigation plan to obtain the prompt dismissal of this case.

Please be advised that our hourly billing rates with regard to the continued defense of this litigation will be as follows:


Partners Glen Ehrhardt and Libby Weber -- \$125/hr.  
Associate Attorney Jasen Matyas -- \$110/hr.  
Paralegal Virna Camacho -- \$85/hr.  
Law Clerks -- \$60/hr.

In addition to the hourly rates set forth above, we would also expect to be reimbursed for out of town travel expenses for mileage, as well as postage expenses, long distance telephone charges, and copying expenses (10 cents per page).

If you have any additional questions concerning this Engagement Letter, please let us know.

Thank you in advance for your consideration in this matter and for allowing us the opportunity to continue to represent Boone County, Missouri in this litigation.

Respectfully submitted,

  
Glen R. Ehrhardt