

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

26th

day of January

20 17

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

Now on this day the County Commission of the County of Boone does hereby award bid 55-21DEC16 – Pavement Marking Term and Supply to America’s Parking Remarketing of St. Louis, MO.

Terms of the bid award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Term and Supply Purchase Agreement for Pavement Marking.

Done this 26th day of January, 2017.

ATTEST:

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

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Absent*

Fred J. Parry  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

43-2017

# Boone County Purchasing

**Phil Fichter**  
Buyer



613 E. Ash Street, Room 111  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Phil Fichter  
**DATE:** January 17, 2017  
**RE:** **55-21DEC16-Pavement Marking Term and Supply**

55-21DEC16-Pavement Marking Term and Supply opened on December 21, 2016. Four bids were received. Resource Management recommends award by low bid to America's Parking Remarketing of St. Louis Missouri.

Contract will be paid from:  
Department 2401 – Resource Management - Infrastructure Preservation Rehab  
Account 71100-Outside Services.

**att:** Bid Tab

**cc:** Dan Haid, Resource Management  
Bid File

**PURCHASE AGREEMENT  
FOR  
PAVEMENT MARKING TERM AND SUPPLY**

**THIS AGREEMENT** dated the 26<sup>th</sup> day of January 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **America's Parking Remarketing, 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 Purchase Agreement for **Pavement Marking Term and Supply**, County of Boone Request for Bid, bid number **55-21DEC16**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated December 19, 2016 and executed by Craig Cepicky, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on Date of Award and extend through **December 31, 2017** 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 Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to in sections 4.8, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

**4. Service Time** - Contractor agrees to provide the services as responded to by the Contractor and as requested by the County.

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

**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 thirty days advance written notice for any of the following reasons or under any of the following circumstances:

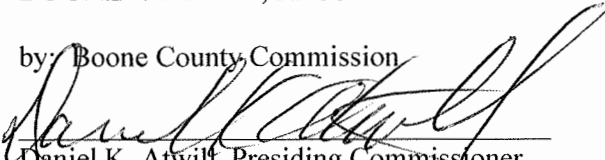
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

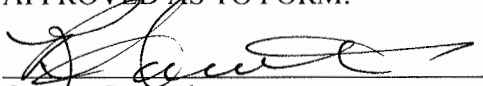
**AMERICA'S PARKING REMARKING, INC.**

by   
 title PRESIDENT  
 address America's Parking Remarketing  
5640-B Telegraph Road  
Suite #220  
St. Louis, MO 63129

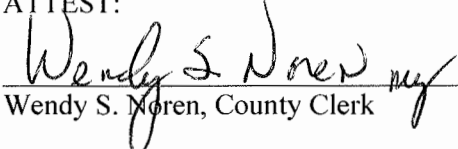
**BOONE COUNTY, MISSOURI**

by Boone County Commission  
  
 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

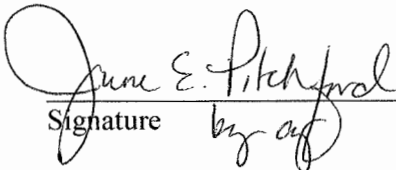
  
 County Counselor

ATTEST:

  
 Wendy S. Noeren, County Clerk

**AUDITOR CERTIFICATION**

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

  
 Signature by af

1/18/17  
 Date

2041/71100 Term/Supply  
No Encumbrance Required  
 Appropriation Account



**STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another 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 retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

**Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of 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.

**Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers 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 Workers 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.

**Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it 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 \$3,000,000.00 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 Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

**Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 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; non-owned and both on and off the site of work.

**Errors or Omissions** - Contractor agrees to maintain Professional Liability to cover claims arising out of the negligent acts, errors or omissions of Contractor, Sub consultant or anyone directly or indirectly employed by them. The coverage provided will not be less than \$2,000,000.

**Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile

liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

**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). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

**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.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

**Certificate Holder address:**

County of Boone, Missouri  
C/O Purchasing Department  
613 E. Ash Street  
Columbia, MO 65201

4. Response Form

4.1. Company Name: America's Parking Remarking

4.2. Address: 4846 Sun City Center Blvd.  
Suite #240

4.3. City/Zip: Sun City Center, FL 33573

4.4. Phone Number: (314) 591-5643

4.5. Fax Number: (813) 633-0123

4.6. Email Address: GROTHVICKY@ATT.NET

4.7. Federal Tax ID: 75-3026772

- Corporation
- Partnership - Name \_\_\_\_\_
- Individual/Proprietorship - Individual Name \_\_\_\_\_
- Other (Specify) \_\_\_\_\_

4.8. PRICING

	<u>Unit Price</u>	
4.8.1. Mobilization per striping/marketing request	\$ <u>500.00</u>	/E.A.
4.8.2. Yellow Line, Double, Solid Centerline Stripe	\$ <u>.16</u>	/L.F.
4.8.3. Yellow Line, Double, Solid/Intermittent Stripe	\$ <u>.16</u>	/L.F.
4.8.4. Yellow Line, Solid, Single	\$ <u>.085</u>	/L.F.
4.8.5. Yellow Wide Line, Solid	\$ <u>.085</u>	/L.F.
4.8.6. Yellow Curb	\$ <u>.10</u>	/L.F.
4.8.7. White Line, Solid, Edge	\$ <u>.085</u>	/L.F.
4.8.8. White Line, Solid, Lane	\$ <u>.085</u>	/L.F.
4.8.9. White Bar, Stop	\$ <u>55.00</u>	/E.A.
4.8.10. White Wide Line, Solid	\$ <u>4.70</u>	/L.F.
4.8.11. White Crosswalk	\$ <u>.90</u>	/L.F.
4.8.12. White Yield Line	\$ <u>5.55</u>	/L.F.
4.8.13. White Turn Lane-Use Arrow	\$ <u>47.00</u>	/E.A.
4.8.14. White Turn and Through Lane-Use Arrow	\$ <u>50.00</u>	/E.A.
4.8.15. White Railroad Crossing	\$ <u>345.00</u>	/E.A.
4.8.16. Optional Renewal Increase - 1 <sup>st</sup> Renewal	<u>2%</u>	%
4.8.17. Optional Renewal Increase - 2 <sup>nd</sup> Renewal	<u>2%</u>	%
4.8.18. Optional Renewal Increase - 3 <sup>rd</sup> Renewal	<u>2%</u>	%

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

4.9.1. Authorized Representative (Sign By Hand):

4.9.2. Type or Print Signed Name: CRAIG CEPICKY

4.9.3. Today's Date: 12-19-2016

4.10. Will you honor the submitted prices for purchase by other entities in Boone County who participate in \_\_\_\_\_

cooperative purchasing with Boone County, Missouri? \_\_\_\_\_ Yes

X No

**ATTACHMENT A**  
**STATEMENT OF BIDDER'S QUALIFICATIONS**

(File with Bid Form)

1. Number of years in business: 25 If not under present firm name, list previous firm names and types of organizations.

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2. Previous Work: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
	CITY OF ST. PETERS, MO	\$179,305.14	100%
	BOONE COUNTY MO	\$53,489.04	100%
	FRANKLIN COUNTY MO	\$32,676.51	100%

3. General type of work performed:

PAINT PAVEMENT MARKING

4. There has been no default in any contract completed or un-completed except as noted below:

- (a) Number of contracts on which default was made: NONE  
(b) Description of defaulted contracts and reason therefore:

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5. List references:

See attached listing

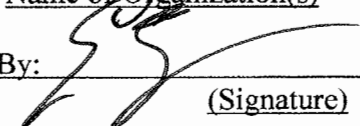
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Dated at St. Louis, MO.  
this 19<sup>th</sup> day of DECEMBER, 2016.

AMERICA'S PARKING REMARKING  
Name of Organization(s)

By:   
(Signature)

CRAIG CEPICKY - PRESIDENT  
(Title of person signing)



# APR AMERICA'S PARKING REMARKING, INC.

## REFERENCES

The following is a listing of some of the municipalities for which America's Parking Remarking, Inc. has performed pavement marking services within the last two years:

Jefferson County 725 Maple Avenue Hillsboro, MO 63050	Mr. Matt McAnally (636) 797-5557
Boone County 601 E. Walnut St. – Room 208 Columbia, MO 65201	Mr. Keith Austin (573) 886-4339
Franklin County 400 East Locust Street Union, MO 63084-1675	Ms. Janet Coppedge (636) 583-6361
City of St. Charles 200 North Second St. Charles, MO. 63301	Mr. Rick Lewis (636) 949-3243
City of Chesterfield 165 Public Works Drive Chesterfield, MO 63005	Mr. Mike O'Conner (636) 537-4000
City of Manchester 14318 Manchester Road Manchester, MO 63011	Mr. Bob Ruck (636) 227-1385
City of Park Hills, MO 9 Bennett Street Park Hills, MO 63601	Mr. Don Akers (573) 431-0464
City of St. Peters, MO One St. Peters Centre Blvd St. Peters, MO 63376	Mr. Dan Bargmann (636) 477-6600
City of Des Peres, MO 12325 Manchester Road Des Peres, MO 63131	Mr. Steve Meyer (314) 835-6130

## Missouri Department of Transportation

David B. Nichols, Director

573.751.2551  
Fax: 573.751.6555  
1.888.ASK MODOT (275.6636)

January 21, 2016

America's Parking Remarketing, Inc.  
5640-B Telegraph Road  
#220  
St. Louis, MO 63129

*New request  
submitted for 2016*

Dear Sir or Madam:

This is to acknowledge receipt of your Contractor Questionnaire. The questionnaire qualifies you to bid as a prime contractor on highway projects **of any dollar amount**. Your questionnaire will be retained on file for one year, with an expiration date of January 31, 2017. Your contractor vendor number is **0011942**. If you have any questions pertaining to filing questionnaires or to expiration dates, please call Christina Teter at 573-751-8305.

The Highway and Transportation Commission does not issue a gross qualification figure to prospective bidders. The lowest responsible bidder for each project is determined by the commission, while taking into consideration the required contractor questionnaire, experience, skill, performance, and current contract commitments of the bidder. The Commission reserves the right to reject any bid and also the right to reject all bids.

If a successful bidder is doing business in the State of Missouri under a fictitious name, then such bidder shall furnish to the Highway and Transportation Commission a certified copy of its registration of fictitious name. All successful bidders who are corporations organized in states other than Missouri shall furnish to the commission a certified copy of a certificate of authority to do business in Missouri. Both the registration of fictitious name and the certificate of authority to do business in Missouri may be obtained from the Secretary of State, Corporate Division, P.O. Box 778, Jefferson City, MO 65102. In the event the successful bidder already has on file with the commission such a certificate, then an additional certificate will not be required.

Sincerely yours,



David D. Ahlvers  
State Construction and Materials Engineer



(Please complete and return with Contract)

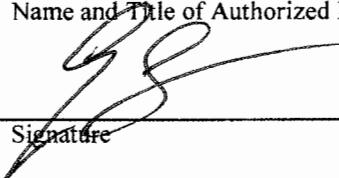
Certification Regarding  
Debarment, Suspension, Ineligibility, and Voluntary  
Exclusion Lower Tier Covered Transactions

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

CRAIG CEPICKY President  
Name and Title of Authorized Representative

 12/19/2016  
Signature Date

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

County of St. Louis )  
 State of Missouri )ss )

My name is CRAIG CEPICKY I am an authorized agent of AMERICA'S PARKING REMARKING  
 (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]  
 Affiant Date 12/19/2016  
CRAIG CEPICKY  
 Printed Name

Subscribed and sworn to before me this 19 day of Dec, 2016

Vicky L. Groth  
 Notary Public

VICKY L. GROTH  
 Notary Public - Notary Seal  
 State of Missouri  
 Commissioned for St. Louis County  
 My Commission Expires: July 10, 2018  
 Commission Number: 10911279

**Attach to this form the E-Verify Memorandum of Understanding that you completed when  
 enrolling or the last page of that Memorandum that includes your firm's name with  
 confirmation of enrollment.**

Company ID Number: 189709

## 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 **AMERICAS PARKING REMARKING, 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).



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 189709

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

Employer **AMERICAS PARKING REMARKING, INC.**

**Vicky Groth**

Name (Please Type or Print)

*DIRECTOR OF OPERATIONS*

Title

*Electronically Signed*

Signature

*Vicky L. Groth*

02/11/2009

Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

02/11/2009

Date

Company ID Number: 189709

## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name: AMERICAS PARKING REMARKING, INC.

Company Facility Address: 1060 Vondera Avenue

Union, MO 63084

Company Alternate Address:



**America's Parking Marking**

4846 Sun City Center Blvd.

Suite #240

Sun City Center, FL. 33573

County or Parish: FRANKLIN

Employer Identification

Number: 753026772

North American Industry  
Classification Systems

Code: 811

Parent Company: Americas Parking Marking, Inc.

Number of Employees: 5 to 9

Number of Sites Verified  
for: 1

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

- MISSOURI 1 site(s)

Company ID Number: 189709

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

Name:	<b>Vicky L Groth</b>	Fax Number:	<b>(314) 846 - 8133</b>
Telephone Number:	<b>(314) 591 - 5643</b>		
E-mail Address:	<b>grothvicky@att.net</b>		
Name:	<b>Craig S Cepicky</b>	Fax Number:	<b>(314) 846 - 8133</b>
Telephone Number:	<b>(314) 591 - 5643</b>		
E-mail Address:	<b>ccepicky@att.net</b>		



## CERTIFICATION OF INDIVIDUAL BIDDER

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

1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

  
Applicant

12/19/2016  
Date

CRAIG CEPICKY  
Printed Name

## PROOF OF LAWFUL PRESENCE - PUBLIC BENEFITS

Name: Last <b>CEPICKY</b>	First <b>CRAIG</b>	Middle Initial <b>S.</b>	Maiden Name <b>—</b>
Address (Street Name & Number) <b>628 THORNTREE</b>		Apt #	Date of Birth <b>5/11/1966</b>
City <b>EUREKA</b>	State <b>MO</b>	Zip Code <b>63025</b>	

- (Check all that apply to signer and company):
- A Citizen of the United States
  - A Lawful Permanent Resident
  - Company uses e-Verify to Hire New Employees
  - All Employees are authorized to work in U.S.

Signature

Date (M/D/YY)

**12/19/2016**

**VERIFICATION: To be completed by City Staff.** Please record the title and expiration date of either: one document from Column A *or* a Missouri driver's license (Column B) *or* one document from Column C as listed in the Notice to Applicants for Public Benefits and attach a copy of the documentation.

A - MoDOR Accepted Documentation	Or	B - MO Driver's License	Or	C - Other Federal Documentation
Document title:		<b>T 133 204007</b>		Document title:
Expiration Date (if any)		Missouri Driver's License <input checked="" type="checkbox"/>		Expiration Date (if any)
		Expiration Date <b>5-11-2020</b>		

**CERTIFICATION:** I certify that I have examined the document(s) regarding citizenship or residency presented by the above-named applicant.\*

Signature of City Staff Person:

Print Name:

Date:

**\*NOTE TO CITY STAFF:** If sufficient documentation was not presented, **do not sign** the certification above. Instead, please give applicant a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form and attach any completed Affidavit to this document.

*Penalties under state law for fraudulently obtaining public assistance benefits may include, but are not limited to, imprisonment, fines, and discontinuation of benefits and recovery of benefits fraudulently obtained.*

# MISSOURI

## COMMERCIAL DRIVER LICENSE

CLASS B  
EXPIRES 09/11/2020

1 CEPICKY  
2 CRAIG STEVEN  
6628 THORN TREE  
EUREKA, MO 63025

SEX M  
RESTRICTIONS NONE  
DOB 10/31/2013  
HAIR BRN EYES GRN

5 00 130173040002

*W. R. Miller*

*by G*



Boone County Purchasing  
613 E. Ash Street, Room 111  
Columbia, MO 65201

## ***Request for Bid (RFB)***

***Phil Fichter, Buyer***

(573) 886-4392 – Fax: (573) 886-4390

Email [pfichter@boonecountymo.org](mailto:pfichter@boonecountymo.org)

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### ***Bid Data***

Bid Number: **55-21DEC16 - Pavement Marking Term and Supply**  
Commodity Title: **Pavement Marking Term & Supply**

### **DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

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#### ***Bid Submission Address and Deadline***

Day / Date: **Wednesday, December 21, 2016**  
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash Street, Room 111  
Columbia, MO 65201**  
Directions: The Boone County Annex Building is located on the Southeast corner at 7<sup>th</sup> St. and Ash St. Enter the building from the Southern side. Wheelchair accessible entrance is available on the West side of the building.

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#### ***Bid Opening***

Day / Date: **Wednesday, December 21, 2016**  
Time: **1:30 P.M.**  
Location / Address: **Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash Street, Room 111  
Columbia, MO 65201**

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#### ***Pre-Bid Meeting***

Day / Date: **Thursday, December 15, 2016**  
Time: **10:00 a.m.**  
Location / Address: **Room 301  
Boone County Government Center  
801 E. Walnut  
Columbia, Missouri, 65201**

***Bid Contents***

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- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- Attachment A **Statement of Bidders Qualifications**
- Debarment Form**
- Standard Terms and Conditions**
- Prevailing Wage: Annual Wage Order 23**
- Affidavit of Compliance with Prevailing Wage Law**
- Affidavit of Compliance with OSHA**
- Contractor's Affidavit Regarding Settlement of Claims**
- Instructions for Compliance with House Bill 1549 Work**
- Authorization Certification**
- Certification of Individual Bidder**
- Affidavit for Certification of Individual Bidders**
- No Bid Response Form**

### 1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.  
*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: [www.showmeboone.com](http://www.showmeboone.com)  
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any

resultant Contract and will be incorporated in the Contract as set forth, verbatim.

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

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

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

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of all labor, materials, equipment, coordinating and scheduling, and related items required to paint street markings on roads as directed by the Boone County Public Works Department and as specified herein. Items listed below (except Railroad Crossing) are shown on the attached example for clarification.
- 2.1.1. **Mobilization per striping/markings request** (Item 4.8.1.): This mobilization item will be paid to the contractor for each request for work completed regardless of the quantity of other items requested.
- 2.1.2. **Yellow Line, Double, Solid Centerline Stripe** (Item 4.8.2.): Cost for this item includes both lines. Each line shall be a minimum of 4 inches wide with a discernible space between them. This item will generally be used as a dividing centerline along the length of two lane roads, but may be used in other channelizing and diverting applications.
- 2.1.3. **Yellow Line, Double, Solid/Intermittent Stripe** (Item 4.8.3.): Cost for this item included both lines; one solid, one intermittent. Each line shall be a minimum of 4 inches wide with a discernible space between them. The intermittent line should consist of 10-foot line segments and 30-foot gaps, (or match existing.)
- 2.1.4. **Yellow Line, Solid, Single** (Item 4.8.4.): Width of line shall be 4 inches. This item may be used alone or in combination with other items, generally for channelizing and diverting applications.
- 2.1.5. **Yellow Wide Line, Solid** (Item 4.8.5.): Width of line shall be 24 inches or match existing. This item will generally be used for channelizing chevrons and similar marking.
- 2.1.6. **Yellow Curb** (Item 4.7.6.): Match existing dimensions on curb, but generally will be 6 inch face and 6" top of curb.
- 2.1.7. **White Line, Solid, Edge** (Item 4.8.7.): Cost for this item will be for each line. Width of line shall be 4 inches. This item will only be used edge striping of roadways. Breaks for intersections and major driveways in accordance with the MUTCD shall be observed. Quantity requested and paid will reflect such breaks.
- 2.1.8. **White Line, Solid, Lane** (Item 4.8.8): Width of line shall be 4 inches. This item will be used for lane delineation as well as channelizing and diverting applications.
- 2.1.9. **White Bar, Stop** (Item 4.6.9.): Width of bar shall be 12 inches or match existing. Preformed marking tape in accordance with Missouri Standard Specifications for Highway Construction, 2011, may be used at contractor's discretion.
- 2.1.10. **White Wide Line, Solid** (Item 4.8.10.): Width of line shall be 24 inches or match existing. This item will generally be used for channelizing chevrons and similar marking.
- 2.1.11. **White Crosswalk** (Item 4.8.11.): This item will be paid by the linear foot (along width of roadway) and shall be painted to match existing, or consist of 2'x6' bars with 2' spacing between bars.
- 2.1.12. **White Yield Line** (Item 4.8.12.): This item will be paid by the linear foot (along width of roadway) and shall be painted to match existing, or consist of 24"x36" triangles spaced 48 inches on center as show in Figure 3B-16 of the MUTCD.
- 2.1.13. **White Turn Lane-Use Arrow** (Item 4.8.13.): This item may be for either left or right Turn Lane-Use arrow 8 feet in length as shown in Figure 3B-24 of the MUTCD, or match existing.
- 2.1.14. **White Turn and Through Lane-Use Arrow** (Item 4.8.14.): This item may be for left or right oriented Turn and Through Lane-Use arrow 12.75' in length as shown in Figure 3B-24 of the MUTCD, or match existing.
- 2.1.15. **White Railroad Crossing** (Item 4.8.15.): This item will consist of Railroad Crossbuck approximately 20' in length, double Rs, and White bars in advance of railroad crossing.
- 2.2. **QUANTITY** – There is no minimum quantity per mobilization request as part of this contract. It will be the County's responsibility to judge how much work shall be done to make each mobilization equitable in relation to the mobilization charge. The bidder is encouraged to include all costs associated with mobilizing in the mobilization item. Below is an estimate of the County's striping inventory. The County intends to paint half of its inventory per year, but total quantities are not guaranteed.



2.2.1. **INVENTORY –**

<b>Boone County Striping Inventory</b>		
Type	Amount	Unit
Yellow Line, Double, Solid Centerline Stripe	725938	Linear Ft
White Line, Solid, Edge	129192	Linear Ft
Yellow Line, Double, Solid/Intermittent Stripe	485	Linear Ft
White Line, Solid, Lane	223	Linear Ft
Yellow Line, Solid, Single	647	Linear Ft
Yellow Curb	578	Linear Ft
Yellow Wide Line, Solid	73	Linear Ft
White Wide Line, Solid	22	Linear Ft
White Crosswalk	0	Linear Ft
White Yield Line	21	Linear Ft
White Bar, Stop	23	Each
White Turn Lane-Use Arrow	6	Each
White Turn and Through Lane-Use Arrow	0	Each
White Railroad Crossing	7	Each

- 2.3. **CONTRACT DURATION** - The contract shall be effective from the date of award through December 31, 2017. This contract is subject to renew annually for three (3) additional one (1) year periods following expiration of the first contract period by order of the County.
- 2.4. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the percentages outlined on the Response Form.
- 2.5. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.6. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.7. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.8. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum annual quantities or total prices.
- 2.9. **TECHNICAL REQUIREMENTS** - All materials provided and work done shall be in accordance with the Missouri Standard Specifications for Highway Construction, 2011.
- 2.9.1. **Product** - Yellow / White acrylic waterborne traffic marking paint and prismatic beads and shall adhere to Missouri Standard Specifications for Highway Construction, 2011, Section 1048.100.
- 2.9.2. **Product Application** - Longitudinal painted markings shall be applied with heavy-duty multi-line striping equipment capable of applying stripes of uniform width and thickness. The roadway surface shall be cleaned of debris, sand or any other deleterious material by sweeping and or use of jets or compressed air immediately preceding the paint application. Paint shall be applied according to Missouri Standard Specifications for Highway Construction, 2011, section 620.40. Each centerline

shall be 4" in width. Wide lines shall be 24" in width. Intermittent striping will follow the 10'/30' interval method. Application thickness will depend upon paint, 1-year warranty period, and application method.

- 2.9.3. The edges of the lines shall be sharp and well defined with overspray held to a minimum.
- 2.9.4. Painted markings shall be applied in a workmanship manner, i.e. straight lines shall be straight, curved lines shall be uniform and symmetrical, etc. Painted markings, which in the project engineer's judgment are not applied in this manner, shall be removed and replaced at the contractor's expense.
- 2.9.5. **Warranty** - The contractor shall warranty both the labor and material for a period of one year from the date of application. **Bidders should attach a copy of their proposed warranty that clearly indicates the limits and guidelines for warranty claims.**
- 2.10. **BIDDERS RESPONSIBILITIES**
- 2.10.1. The Contractor shall be responsible for assuring the surface to be painted is clean, dry, and ready for application of paint. The Contractor is responsible to keep freshly painted stripe protected until dry; and to provide all traffic control and warning devices.
- 2.10.2. Equipment shall be compatible with paint and beads to be applied. All equipment is to be in good working order and subject to inspection before the bid is awarded.
- 2.10.3. No sub-contracting will be allowed in this project. All work must be done exclusively by bidder.
- 2.10.4. Project will be inspected by department personnel.
- 2.11. **BIDDERS EXPERIENCE AND QUALIFICATIONS – The bidder must be approved to perform work under MoDot contracts.** The bidder shall include in the response, written documentation on their qualifications to perform road marking work and the equipment proposed for use on this project. Included shall be a summary of the bidders experience along with information and references regarding contracts, if any, which have been awarded the bidder by other agencies in the State of Missouri during the last 2 years. Government contract information is preferred, but private contract information is acceptable. This information will be included in the evaluation process in the form of Attachment A.
- 2.12. **SCHEDULING** - Painting shall be done while pavement surface temperatures are at or above 50 degrees F°, or according to paint manufacturers' recommendations. Boone County will provide the contractor a list of work to be done as part of each mobilization request. Maps depicting work requested will also be provided to the Contractor. The contractor will have a maximum of 30 calendar days to complete requested work. The contractor will be given a written notice to proceed which will begin the 30 day period.
- 2.13. **PREVAILING WAGE** - Not less than prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this contract. **Prevailing Wage Order Number 23** is attached. Wage Rate Certifications will be submitted for each employee for hours worked and upon completion of the project and prior to payment, contractor will be required to file with the County an affidavit stating that contractor has fully complied with the provisions and requirements of the Prevailing Wage Law.
- 2.14. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.14.1. **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.

- 2.14.2. **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 \$3,000,000.00 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

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- 2.14.3. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.14.4. **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 services provided.
- 2.14.5. **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.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

**Certificate Holder address:**

County of Boone, Missouri  
C/O Purchasing Department

613 E. Ash Street  
Columbia, MO 65201

- 2.15. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.16. **LIEN WAIVERS** - Prior to the release of contract amount, contractor shall file with the County, an affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor and other items covered by the contract;
- 2.17. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Boone County Resource Management – Engineering Division at the following address: Boone County Government Center, 801 East Walnut, Room 315 Columbia, MO 65201. Payment shall be made within 30 days of receipt of a correct invoice.
- 2.18. **DESIGNEE** – Boone County Resource Management – Engineering Division
- 2.19. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Phil Fichter, Buyer, 613 E. Ash Street, Room 111, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: [pfichter@boonecountymo.org](mailto:pfichter@boonecountymo.org).
- 2.20. **Overhead Line Protection: The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.
- 2.21. **OSHA Program Requirements** – The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on

behalf of Contractor on-site which meets the requirements of 292.675 RSMo.

2.22. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, **and certify compliance by affidavit at the conclusion of the project.**

2.23. The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

2.24. **Employment of Unauthorized Aliens Prohibited**

(a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

(b) As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. **Please return a copy of the Memorandum of Understanding** that you will receive following completion of enrollment. This will provide the County the proof of enrollment.

(c) Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

**3. Response Presentation and Review**

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

4. Response Form

4.1. Company Name:

4.2. Address:

4.3. City/Zip:

4.4. Phone Number:

4.5. Fax Number:

4.6. Email Address:

4.7. Federal Tax ID:

( ) Corporation

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

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

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

4.8. PRICING

Unit Price

4.8.1. Mobilization per striping/marketing request	\$ _____/E.A.
4.8.2. Yellow Line, Double, Solid Centerline Stripe	\$ _____/L.F.
4.8.3. Yellow Line, Double, Solid/Intermittent Stripe	\$ _____/L.F.
4.8.4. Yellow Line, Solid, Single	\$ _____/L.F.
4.8.5. Yellow Wide Line, Solid	\$ _____/L.F.
4.8.6. Yellow Curb	\$ _____/L.F.
4.8.7. White Line, Solid, Edge	\$ _____/L.F.
4.8.8. White Line, Solid, Lane	\$ _____/L.F.
4.8.9. White Bar, Stop	\$ _____/E.A.
4.8.10. White Wide Line, Solid	\$ _____/L.F.
4.8.11. White Crosswalk	\$ _____/L.F.
4.8.12. White Yield Line	\$ _____/L.F.
4.8.13. White Turn Lane-Use Arrow	\$ _____/E.A.
4.8.14. White Turn and Through Lane-Use Arrow	\$ _____/E.A.
4.8.15. White Railroad Crossing	\$ _____/E.A.
4.8.16. Optional Renewal Increase - 1 <sup>st</sup> Renewal	_____ %
4.8.17. Optional Renewal Increase - 2 <sup>nd</sup> Renewal	_____ %
4.8.18. Optional Renewal Increase - 3 <sup>rd</sup> Renewal	_____ %

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

4.9.1. Authorized Representative (Sign By Hand):

4.9.2. Type or Print Signed Name:

4.9.3. Today's Date: \_\_\_\_\_

4.10. Will you honor the submitted prices for purchase by other entities in Boone County who participate in \_\_\_\_\_

cooperative purchasing with Boone County, Missouri? \_\_\_\_\_ Yes \_\_\_\_\_ No



**ATTACHMENT A**  
**STATEMENT OF BIDDER'S QUALIFICATIONS**

(File with Bid Form)

1. **Number of years in business:** \_\_\_\_\_ If not under present firm name, list previous firm names and types of organizations.

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2. **Previous Work: (Complete the following schedule)**

Item	Purchaser	Amount of Contract	Percent Completed
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3. **General type of work performed:**

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4. **There has been no default in any contract completed or un-completed except as noted below:**

- (a) Number of contracts on which default was made: \_\_\_\_\_
- (b) Description of defaulted contracts and reason therefore:

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5. **List references:**

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Dated at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Name of Organization(s)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title of person signing)

**(Please complete and return with Contract)**

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

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)**

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

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Name and Title of Authorized Representative

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Signature

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Date

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another 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 retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and

regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

9/20/16

# Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

## Annual Wage Order No. 23

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  
John E. Lindsey, Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2016

Last Date Objections May Be Filed: April 11, 2016

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.36	55	60	\$21.41
Boilermaker	7/16		\$35.93	57	7	\$28.33
Bricklayer and Stone Mason			\$29.26	59	7	\$16.91
Carpenter	6/16		\$25.16	60	15	\$16.10
Cement Mason			\$27.55	9	3	\$12.20
Communication Technician	6/16		\$31.80	28	7	\$12.90 + 13%
Electrician (Inside Wireman)	6/16		\$31.80	28	7	\$12.90 + 13%
Electrician (Outside-Line Construction/Lineman)	9/16		\$43.75	43	45	\$5.25 + 36%
Lineman Operator	9/16		\$37.73	43	45	\$5.25 + 36%
Groundman	9/16		\$29.11	43	45	\$5.25 + 36%
Elevator Constructor		a	\$46.04	26	64	\$31.645
Glazier	6/16		\$26.87	122	76	\$11.78
Ironworker			\$28.41	11	8	\$24.04
Laborer (Building):						
General			\$22.36	42	44	\$13.19
First Semi-Skilled			\$24.36	42	44	\$13.19
Second Semi-Skilled			\$23.36	42	44	\$13.19
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/16		\$25.04	60	15	\$16.10
Marble Mason			\$21.66	124	74	\$12.68
Marble Finisher			\$14.14	124	74	\$9.08
Millwright	6/16		\$26.16	60	15	\$16.10
Operating Engineer						
Group I	6/16		\$28.86	86	66	\$24.98
Group II	6/16		\$28.86	86	66	\$24.98
Group III	6/16		\$27.61	86	66	\$24.98
Group III-A	6/16		\$28.86	86	66	\$24.98
Group IV	6/16		\$26.63	86	66	\$24.98
Group V	6/16		\$29.56	86	66	\$24.98
Painter	6/16		\$23.24	18	7	\$11.78
Pile Driver	6/16		\$26.16	60	15	\$16.10
Pipe Fitter	7/16	b	\$38.00	91	69	\$26.93
Plasterer			\$26.09	94	5	\$12.25
Plumber	7/16	b	\$38.00	91	69	\$26.93
Roofer \ Waterproofer			\$29.30	12	4	\$14.87
Sheet Metal Worker	7/16		\$31.34	40	23	\$17.04
Sprinkler Fitter - Fire Protection	7/16		\$33.49	33	19	\$19.45
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter			\$21.66	124	74	\$12.68
Tile Finisher			\$14.14	124	74	\$9.08
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

\*\*Annual Incremental Increase

OCCUPATIONAL TITLE	** 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 construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

- a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%
- \*\*b - All work over \$7 Mil. Total Mech. Contract - \$38.00, Fringes - \$26.93  
All work under \$7 Mil. Total Mech. Contract - \$36.66, Fringes - \$21.49
- c - Vacation: Employees after 1 year - 2%; Employees after 2 years - 4%; Employees after 10 years - 6%



REPLACEMENT PAGE  
BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE

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 or 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. 13: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (6:00) 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 9:00 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. 20: 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 8:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE

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 and one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 3:00 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 6:00 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.

REPLACEMENT PAGE  
BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE

NO. 42: 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. When working a five (5) 8-hour day schedule and 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. The Employer shall have the option of working five (5) 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. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate. Overtime shall be computed at half-hour intervals. Shift Work: Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall received eighty (8) hours' pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall received (8) hours' pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

NO. 43: 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 8:00 a.m. and 3:30 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.

NO. 45: Means the regular work day shall be eight (8) hours between 8:00 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.

REPLACEMENT PAGE  
BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE

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. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and 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 except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.04 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.29 of the fringe benefit portion of the prevailing wage may be paid at straight time.

NO. 58: 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 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 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. 59: 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. 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 at 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.

REPLACEMENT PAGE  
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BUILDING CONSTRUCTION - OVERTIME SCHEDULE

NO. 86: The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). The regular workday shall begin between the hours of 6:00 a.m. and 6:00 a.m. The Employer may have the option to schedule the 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 paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. Fringe benefits shall be paid at the one and one-half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 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 on Saturdays, 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 Sundays and recognized holidays shall be paid at the double (2) time rate of pay. SHIFT WORK: When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 6:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

NO. 94: Means eight (8) hours shall constitute a day's 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.

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

**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. 122:** Means the regular workday shall be (8) hours. The regular work week shall be forty (40) hours, beginning 6:00 a.m. on Monday and ending 6:00 p.m. on Friday. Saturday will be time and one-half (1½). Sunday and Holidays shall be double (2) time. Saturday can be a make-up day if weather has forced a day off.

**NO. 124:** Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. 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 6:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

**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 and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

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 and holidays falling on Sunday will be observed on the following Monday.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid twice the amount of his or her regular hourly wage rate for each hour of fraction thereof worked on any such day.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's 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 is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

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. 13: 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. 18: 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. When a holiday falls on Saturday, Friday is recognized as a holiday.

NO. 44: All work done on New Year's Day, Decoration 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 Monday following. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

NO. 45: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

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**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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. 55: 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.

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.

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, Memorial 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 are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight-time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

NO. 74: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

NO. 76: The following days are recognized as holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas. No work of any pretense shall be performed on Charismas Day or Independence Day. Any work performed on the other holidays shall be paid for at least two (2) times the regular rate of pay. If a holiday falls on a Sunday, the following Monday will be observed. If a holiday falls on a Saturday, the preceding Friday will be observed.

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OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/16	\$20.83	23	16	\$16.10
Electrician (Outside-Line Construction/Lineman)	9/16	\$43.75	9	12	\$5.25 + 36%
Lineman Operator	9/16	\$37.73	9	12	\$5.25 + 36%
Lineman - Tree Trimmer		\$24.15	32	31	\$3.98 + 3%
Groundman	9/16	\$29.11	9	12	\$5.25 + 36%
Groundman - Tree Trimmer		\$17.84	32	31	\$7.50 + 3%
Laborer					
General Laborer	6/16	\$27.96	2	4	\$13.17
Skilled Laborer	6/16	\$27.96	2	4	\$13.17
Millwright	6/16	\$30.83	23	16	\$16.10
Operating Engineer					
Group I	6/16	\$27.94	21	5	\$24.87
Group II	6/16	\$27.59	21	5	\$24.87
Group III	6/16	\$27.39	21	5	\$24.87
Group IV	6/16	\$23.74	21	5	\$24.87
Oilier-Driver	6/16	\$23.74	21	5	\$24.87
Pile Driver	6/16	\$30.83	23	16	\$16.10
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/16	\$29.27	25	21	\$12.45
Group II	6/16	\$29.43	25	21	\$12.45
Group III	6/16	\$29.42	25	21	\$12.45
Group IV	6/16	\$29.54	25	21	\$12.45

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

REPLACEMENT PAGE  
BOONE COUNTY  
OVERTIME SCHEDULE - HEAVY 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. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. 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 workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer 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. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime 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. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

NO. 9: 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.

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.

ANNUAL WAGE ORDER NO. 23

AWO23 010 HOT IN1

Page 1 of 2 Pages

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

**NO. 23:** Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (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 workday 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). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. 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. For all overtime hours worked during the week or on Saturday \$15.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$15.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.55 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

**NO. 25:** Means a regular work week of forty (40) hours, starting on Monday and ending 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 maybe 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 work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 28:** 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 interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 32:** Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

ANNUAL WAGE ORDER NO. 23

AWO23 010 HOT IN1

Page 2 of 2 Pages

**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 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 work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

**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. 12:** 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. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

**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. 21:** 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 workman 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.

**NO. 27:** 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.

**NO. 31:** All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

**AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW**

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_

State of \_\_\_\_\_, personally came and appeared (name and title)

\_\_\_\_\_ of the (name of company)

\_\_\_\_\_ (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. \_\_\_\_\_ issued by the Division of Labor Standards on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in carrying out the Contract and work in connection with

(name of project) \_\_\_\_\_ located at

(name of institution) \_\_\_\_\_ in \_\_\_\_\_ County,

Missouri and completed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public



BOONE COUNTY COMMISSION  
**CONTRACTOR'S AFFIDAVIT**  
**REGARDING**  
**SETTLEMENT OF CLAIMS**

County Bid Number \_\_\_\_\_

Vendor Job Number \_\_\_\_\_

Job Location \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_\_

To the Boone County \_\_\_\_\_ Department  
Columbia, Missouri

To Whom It May Concern:

This is to certify that all lawful claims for material, lubricants, fuel, coal, coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the above mentioned project, and all insurance premiums, both compensation and all other kinds of insurance on said work, and for all labor performed in said work, whether by subcontractor or claimant in person or by his employee, agent, servant, bailee or bailor, have been paid and discharged.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

State of \_\_\_\_\_

County of \_\_\_\_\_ ss.

Subscribed and sworn to before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission expires \_\_\_\_\_, 20\_\_\_\_\_

# Boone County Purchasing

Phil Fichter  
Buyer



613 E. Ash Street, Room 111  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnnexto id=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling or the last page of that Memorandum that includes your firm's name with confirmation of enrollment.

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.



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

County of \_\_\_\_\_ )  
   )ss  
 State of \_\_\_\_\_ )

My name is \_\_\_\_\_ . I am an authorized agent of \_\_\_\_\_

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

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

\_\_\_\_\_    \_\_\_\_\_  
 Affiant    Date

\_\_\_\_\_  
 Printed Name

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 Notary Public

**Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling or the last page of that Memorandum that includes your firm's name with confirmation of enrollment.**

## CERTIFICATION OF INDIVIDUAL BIDDER

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

- \_\_\_\_\_ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_\_ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- \_\_\_\_\_ 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

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

State of Missouri                    )  
  )SS.  
County of \_\_\_\_\_            )

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Notary Public

My Commission Expires:



Boone County Purchasing  
613 E. Ash, Room 111  
Columbia, MO 65201

*“No Bid” Response Form*

Phil Fichter, Buyer  
(573) 886-4392 – Fax: (573) 886-4390

**“NO BID RESPONSE FORM”**

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

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

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

**Bid: 55-21DEC16 – Pavement Marking Term & Supply-**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
01/12/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GTPS Insurance Agency 1311 S. Neil P. O. Box 1007 Champaign, IL 61824-1007 Terrence L. Reno	CONTACT NAME: <b>Terrence L. Reno</b>	FAX (A/C, No): <b>217-373-6857</b>
	PHONE (A/C, No, Ext): <b>217-373-6856</b>	E-MAIL ADDRESS: <b>trerno@gtpsins.com</b>
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : <b>Acuity</b>		<b>14184</b>
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED **America's Parking Remarketing  
Craig Cepicky  
4846 Sun City Ctr Blvd Ste 240  
Sun City Center, FL 33573**

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		K78500	10/21/2016	10/21/2017	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>250,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>3,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>3,000,000</b> Emp Ben. \$ <b>1,000,000</b>
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		K78500	10/21/2016	10/21/2017	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		K78500	10/21/2016	10/21/2017	EACH OCCURRENCE \$ <b>2,000,000</b> AGGREGATE \$ <b>2,000,000</b>
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	K78500	10/21/2016	10/21/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
A	Property Section		K78500	10/21/2016	10/21/2017	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Boone County is an additional insured

**CERTIFICATE HOLDER****CANCELLATION****BOOCORE**

**Boone County Missouri  
Purchasing Department  
613 East Ash  
Columbia, MO 65201**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

26th

day of

January

20

17

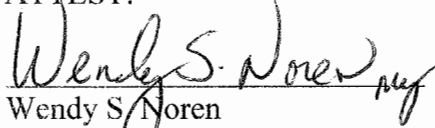
the following, among other proceedings, were had, viz:

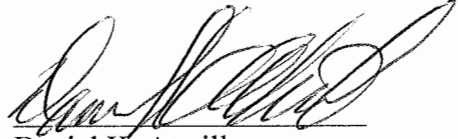
Now on this day the County Commission of the County of Boone does hereby approve the request by the Purchasing Department to dispose of the attached list of surplus PC & Peripheral equipment through MRC Recycling Center.

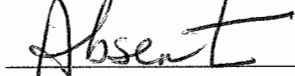
It is further ordered the Presiding Commissioner is hereby authorized to sign said Request for Disposal forms.

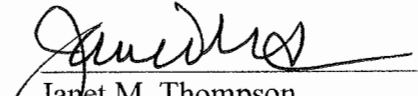
Done this 26th day of January, 2017

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

Boone County Purchasing  
David Eagle  
Purchasing Assistant



44-2017  
613 E. Ash St.  
Columbia, MO 65201  
Phone: (573) 886-4394

**MEMORANDUM**

TO: Boone County Commission  
FROM: David Eagle  
RE: Computer and Peripheral Surplus Disposal  
DATE: January 18, 2017

The Purchasing Departments requests permission to dispose of the following list of surplus PC & Peripheral equipment through MRC Recycling Center. MRC Recycling will pick up our surplus at no charge. They are a State of Missouri, DNR Level Four recycling center. No computer items are land-filled. Purchasing will obtain a Certificate of Destruction, and we will let them know that we want everything recycled, not reused so nothing ends up in the landfill.

Prior to Computer surplus coming to Purchasing for disposal, Information Technology has removed the hard-drives for destruction by their department. Their procedure for PC disposal is:

Once all the data is copied or recovered for the user, IT removes the hard drive and memory from the PC. The memory is held to be used for upgrading other PCs at the county that can benefit. IT sometimes removes parts that can be used as spare if the model is current enough. (ie Power Supplies, Video Cards, etc.) The hard drive is held for a minimum of 30 days in case a user identifies something is missing. After 30 days IT may reuse the hard drive in other county PCs if there are failures. If a hard drive goes unused or fails and IT needs to physically dispose of it, they drill a 5/8" hole through the drive and the data platters. Once IT has collection of "drilled" drives, they deliver them to PC recycling vendor, MRC Recycling Center.

MRC Recycling Center certifies that they have picked up the following items and that all items will be recycled, not reused, so nothing ends up in the landfill.

Signature: \_\_\_\_\_

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

	Asset #	Description	Make & Model	Department	Condition of Asset	Serial #
1.	15943	PC WORKSTATION	HP DC 5700	I.T.	UNKNOWN	
2.	16169	PC WORKSTATION	HP DC 5700	PUBLIC WORKS	UNKNOWN	
3.	13074	PRINTER	HP LASERJET 2200DN	PUBLIC ADMINISTRATOR	UNKNOWN	

44-2017

4.	NO TAG	PRINTER	HP DESKJET 6940	PROSECUTING ATTORNEY	UNKNOWN
5.	18464	FAX MACHINME	KYC11684	SHERIFF	UNKNOWN
6.	16382	TOWER COMPUTER		SHERIFF	UNKNOWN
7.	16276	LAPTOP	COMPAQ	SHERIFF	UNKNOWN
8.	14907	MONITOR	NEC	SHERIFF	UNKNOWN
9.	NO TAG	MONITOR	DELL	SHERIFF	UNKNOWN
10.	14299	19" LCD MONITOR	SHARP LLT19D1-B	I.T.	UNKNOWN
11.	NO TAG	PRINTER	HP OFFICEJET 6600	PROSECUTING ATTORNEY	UNKNOWN
12.	16090	17" LCD MONITOR	HP L1740	PROSECUTING ATTORNEY	UNKNOWN
13.	14198	PRINT BOX	IO CORP 4465 TX	COLLECTOR	UNKNOWN
14.	16281	PRINT BOX	IO CORP 4465 TX	COLLECTOR	UNKNOWN
15.	NO TAG	PRINTER	HP OFFICEJET 6600	PROSECUTING ATTORNEY	UNKNOWN
16.	15123	DVD DRIVE EXTERNAL	PLEXTOR PX716UF	PROSECUTING ATTORNEY	UNKNOWN
17.	17057	19" LCD MONITOR	HP LA1951G	SHERIFF	UNKNOWN
18.	18368	19" LCD MONITOR	HP LE1911	PUBLIC WORKS	UNKNOWN
19.	12711	PRINTER	XEROX DOCUPRINT N2825	COUNTY CLERK	UNKNOWN

cc: Heather Acton, Auditor  
Surplus File

C:\Users\myaquinto\AppData\Local\Microsoft\Windows\Temporary  
Internet Files\Content.Outlook\UWYBN376\COMPUTER DISPOSAL 1-12-  
17.doc



# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 09/29/2016

FIXED ASSET TAG NUMBER: 00015943

DESCRIPTION: HP DC5700  
PC WORKSTATION

**RECEIVED**

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

SEP 29 2016

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARDDRIVE/MEMORY REMOVED

**BOONE COUNTY AUDITOR**

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: INFORMATION TECHNOLOGY SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 3-22-07  
ORIGINAL COST 610.00  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 HA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 44-2017

DATE APPROVED 1-26-17

SIGNATURE [Signature]

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 09/29/2016

FIXED ASSET TAG NUMBER: 00016169

DESCRIPTION: HP DC5700  
PC WORKSTATION

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARDDRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: PUBLIC WORKS 2040 SIGNATURE: 

### AUDITOR

ORIGINAL PURCHASE DATE 4-20-07  
ORIGINAL COST 787.62  
ORIGINAL FUNDING SOURCE 2741  
ASSET GROUP 1603

RECEIPT INTO 2045-3836 Na  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_ TRADE \_\_\_ AUCTION \_\_\_ SEALED BIDS

\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 44-2017

DATE APPROVED 1-26-17

SIGNATURE 

RECEIVED

SEP 29 2016

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 09/27/2016

FIXED ASSET TAG NUMBER: 00013074

DESCRIPTION: HP LASERJET 2200DN  
PRINTER LASER MONOCHROME

**RECEIVED**

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

SEP 28 2016

OTHER INFORMATION: \_\_\_\_\_

**BOONE COUNTY AUDITOR**

CONDITION OF ASSET: POOR - PURCHASED IN 2001

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: PUBLIC ADMINISTRATOR SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 7-19-01  
ORIGINAL COST 1,129.93  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 HA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 44-2017

DATE APPROVED 1-26-17

SIGNATURE [Signature]

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 10-3-16

Fixed Asset Tag Number: No Tag

Description of Asset: HP Deskjet 6940

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.): Serial # MY76JBS1FT

Condition of Asset:

Reason for Disposition: Replacement

Location of Asset and Desired Date for Removal to Storage: ASAP- In 6C Room 123.

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: Prosecuting Attorney 1261 Signature: Judy

**To be Completed by: AUDITOR**

Original Acquisition Date NO DATA

G/L Account for Proceeds 1190-3836-40

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 44-2017

Date Approved 1-26-17

Signature [Signature]

# BOONE COUNTY

## REQUEST FOR DISPOSAL OF COUNTY PROPERTY

DATE 9-22-16

FIXED ASSET TAG NUMBER 18464

DESCRIPTION Fax Machine S/N KYC 11684

REQUESTED MEANS OF DISPOSAL: JUNK

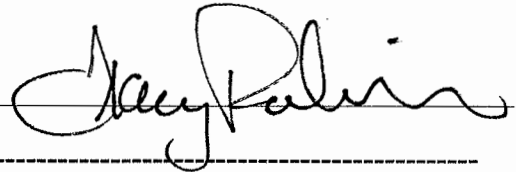
OTHER INFORMATION: The drum is bad and will cost more than what its worth

CONDITION OF ASSET Good

REASON FOR DISPOSITION Resolution on outbound fax are black

DEPARTMENT Boone Co Sheriff-Cyber Crimes

SIGNATURE



RECEIVED

SEP 28 2016

BOONE COUNTY AUDITOR

### AUDITOR

ORIGINAL PURCHASE DATE 5-29-13  
ORIGINAL COST 129099  
ORIGINAL FUNDING SOURCE 2746  
1603

2524-3836 NA

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

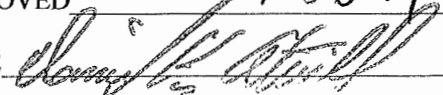
INDIVIDUAL \_\_\_\_\_

TRADE  AUCTION  SEALED BIDS

OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 44-2017

DATE APPROVED 1-26-17

SIGNATURE 

# BOONE COUNTY

## REQUEST FOR DISPOSAL OF COUNTY PROPERTY

DATE 9-9-16

FIXED ASSET TAG NUMBER 16382

DESCRIPTION Tower Computer

REQUESTED MEANS OF DISPOSAL: JUNK

RECEIVED

SEP 26 2016

OTHER INFORMATION:

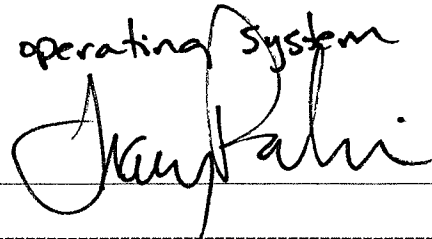
BOONE COUNTY AUDITOR

CONDITION OF ASSET Poor

REASON FOR DISPOSITION Out dated - Running XP operating system

DEPARTMENT Boone Co Sheriff-Cyber Crimes

SIGNATURE



**AUDITOR**

ORIGINAL PURCHASE DATE 10-5-07

1190-3836

NA

ORIGINAL COST 1964.00

ORIGINAL FUNDING SOURCE 2731

1603

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME NUMBER

LOCATION WITHIN DEPARTMENT

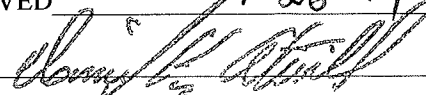
INDIVIDUAL

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN

COMMISSION ORDER NUMBER 44-2017

DATE APPROVED 1-26-17

SIGNATURE 

# BOONE COUNTY

## REQUEST FOR DISPOSAL OF COUNTY PROPERTY

DATE 9-9-16

FIXED ASSET TAG NUMBER 16276

DESCRIPTION Compaq Laptop computer

S/N CND7040GKV

RECEIVED

REQUESTED MEANS OF DISPOSAL: JUNK

SEP 26 2016

OTHER INFORMATION: Original purchase 2-18-07

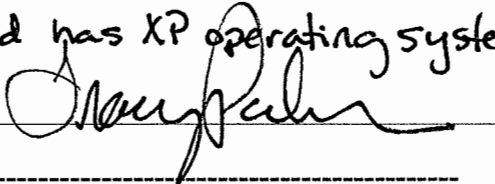
BOONE COUNTY AUDITOR

CONDITION OF ASSET Poor

REASON FOR DISPOSITION Out dated

This laptop is 10 yrs old and has XP operating system

DEPARTMENT Boone Co Sheriff-Cyber Crimes  
1253

SIGNATURE 

**AUDITOR**

ORIGINAL PURCHASE DATE 6-26-07  
ORIGINAL COST 549.97  
ORIGINAL FUNDING SOURCE 2731  
1603

1190-3836 HA

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME NUMBER

LOCATION WITHIN DEPARTMENT


INDIVIDUAL

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN

COMMISSION ORDER NUMBER 44-2017

DATE APPROVED 1-26-17

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL OF COUNTY PROPERTY

DATE 9-9-16

FIXED ASSET TAG NUMBER 14907

DESCRIPTION NEC Monitor

S/N 42110977NA

RECEIVED

REQUESTED MEANS OF DISPOSAL: JUNK

SEP 28 2016

OTHER INFORMATION:

BOONE COUNTY AUDITOR

CONDITION OF ASSET Poor

REASON FOR DISPOSITION Doesn't work - screen is Black

DEPARTMENT Boone Co Sheriff-Cyber Crimes

1253

SIGNATURE [Handwritten Signature]

AUDITOR

ORIGINAL PURCHASE DATE 9-1-05
ORIGINAL COST \$1.00
ORIGINAL FUNDING SOURCE 2744
1603

1190-3836

NA

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME NUMBER

LOCATION WITHIN DEPARTMENT

INDIVIDUAL

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN

COMMISSION ORDER NUMBER 44-2816

DATE APPROVED 1-26-17

SIGNATURE [Handwritten Signature]



# BOONE COUNTY

## REQUEST FOR DISPOSAL OF COUNTY PROPERTY

DATE 9-9-16

FIXED ASSET TAG NUMBER NO TAG

DESCRIPTION Dell Monitor

S/N CN-005428-72812-55A-35EL

REQUESTED MEANS OF DISPOSAL: JUNK

**RECEIVED**

OTHER INFORMATION: unknown

SEP 28 2016

CONDITION OF ASSET Poor

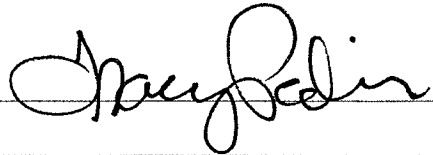
**BOONE COUNTY AUDITOR**

REASON FOR DISPOSITION Doesn't work - Screen is Black

1251

DEPARTMENT Boone Co Sheriff-Cyber Crimes

SIGNATURE



**AUDITOR**

ORIGINAL PURCHASE DATE NO DATA  
ORIGINAL COST \_\_\_\_\_  
ORIGINAL FUNDING SOURCE \_\_\_\_\_

1190-3836

NA

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

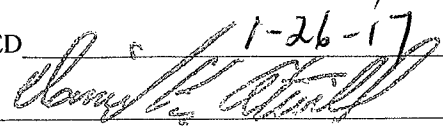
INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 44-2017

DATE APPROVED 1-26-17

SIGNATURE 

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 10/11/2016

FIXED ASSET TAG NUMBER: 00014299

DESCRIPTION: SHARP LLT19D1-B  
MONITOR LCD 19 INCH

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: POOR - PURCHASED 2003

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: INFORMATION TECHNOLOGY SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 12-31-03  
ORIGINAL COST 692.97  
ORIGINAL FUNDING SOURCE 2772  
ASSET GROUP 1603

RECEIPT INTO 2701-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 44-2017

DATE APPROVED 1-26-17

SIGNATURE [Signature]

RECEIVED

OCT 11 2016

BOONE COUNTY AUDITOR

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 10-11-16

Fixed Asset Tag Number: N/A

Description of Asset:

HP OfficeJet 6600

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.): Serial # CN38R75K05

Condition of Asset:

Reason for Disposition: Replacement

Location of Asset and Desired Date for Removal to Storage:

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: Prosecuting Attorney 1261

Signature: Judy

**To be Completed by: AUDITOR**  
Original Acquisition Date: NO DATA

G/L Account for Proceeds: 1190-3836 NA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 44-2017

Date Approved 1-26-17

Signature: [Signature]

RECEIVED

OCT 11 2016

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 10/24/2016

FIXED ASSET TAG NUMBER: 00016090

DESCRIPTION: HP L1740  
MONITOR LCD 17 INCH

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: POOR - PURCHASED MARCH 2007

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - in GC Room 123.

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

DEPARTMENT: 1261 PROSECUTING ATTORNI SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 4-6-07  
ORIGINAL COST 188.00  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 HA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 44-2017

DATE APPROVED 1-26-17

SIGNATURE [Signature]

RECEIVED

OCT 25 2016

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 10/26/2016

FIXED ASSET TAG NUMBER: 00014198

DESCRIPTION: IO CORP 4465 TX  
PRINT BOX

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: PURCHASED IN 2003

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IF DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only) NO

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: COLLECTOR 1150 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 10-21-03  
ORIGINAL COST \$ 703.25  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 2110-3836 Na  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 44-2017

DATE APPROVED 1-26-17

SIGNATURE [Signature]

RECEIVED

OCT 28 2016

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 10/26/2016

FIXED ASSET TAG NUMBER: 00016281

DESCRIPTION: IO CORP 4465 TX  
PRINT BOX

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: PURCHASED 2006

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: COLLECTOR 1150 SIGNATURE: *Judy*

### AUDITOR

ORIGINAL PURCHASE DATE 6-1-07  
ORIGINAL COST \$733.00  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 NA

TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 44-2017

DATE APPROVED 1-26-17

SIGNATURE *[Signature]*

RECEIVED

OCT 28 2016

BOONE COUNTY AUDITOR

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**  
*Complete, sign, and return to Auditor's Office*

Date: 11-4-16

Fixed Asset Tag Number: N/A

**RECEIVED**

Description of Asset:

HP Deskjet 6940 Printer

NOV 07 2016

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

**BOONE COUNTY AUDITOR**

Other Information (Serial number, etc.): Serial # MY8B4CK2HS

Condition of Asset:

Reason for Disposition: Replacement

Location of Asset and Desired Date for Removal to Storage: As soon as possible. In GC Room 123.

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: Prosecuting Attorney<sup>1261</sup>

Signature: Judy

**To be Completed by: AUDITOR**  
Original Acquisition Date NO DATA

G/L Account for Proceeds 1190-3236 HA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 44-2017

Date Approved 1-26-17

Signature [Signature]

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 11/08/2016

FIXED ASSET TAG NUMBER: 00015123

DESCRIPTION: PLEXTOR PX716UF  
DVD DRIVE EXTERNAL

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

RECEIVED

OTHER INFORMATION: \_\_\_\_\_

NOV 10 2016

CONDITION OF ASSET: PURCHASED 2005

BOONE COUNTY AUDITOR

REASON FOR DISPOSITION: NON-WORKING

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: PROSECUTING ATTORNEY SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 9-1-05  
ORIGINAL COST 212.89  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 HQ

TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 44-2017

DATE APPROVED 1-26-17

SIGNATURE [Signature]



# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 11/29/2016

FIXED ASSET TAG NUMBER: 00017057

DESCRIPTION: HP LA1951G  
MONITOR LCD 19 INCH

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: NON-WORKING

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: SHERIFF 1251 SIGNATURE: 

### AUDITOR

ORIGINAL PURCHASE DATE 2-24-10  
ORIGINAL COST \$159.74  
ORIGINAL FUNDING SOURCE 2742  
ASSET GROUP 1603

RECEIPT INTO 2550-3836 HQ  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

TRADE  AUCTION  SEALED BIDS

OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 44-2017

DATE APPROVED 1-26-17

SIGNATURE 

RECEIVED

NOV 30 2016

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 12/01/2016

FIXED ASSET TAG NUMBER: 00018368

DESCRIPTION: HP LE1911  
MONITOR LCD 19 INCH

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: NON-WORKING

REASON FOR DISPOSITION: REPLACEMENT

**RECEIVED**

DEC 02 2016

**BOONE COUNTY AUDITOR**

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: PUBLIC WORKS SIGNATURE: *Judy*

### AUDITOR

ORIGINAL PURCHASE DATE 3-21-13  
ORIGINAL COST \$124.66  
ORIGINAL FUNDING SOURCE 2741  
ASSET GROUP 1603

RECEIPT INTO 2040-3836 NS  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 44-2017

DATE APPROVED 1-26-17

SIGNATURE *Dennis B. Smith*

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 12/13/2016

FIXED ASSET TAG NUMBER: 00012711

DESCRIPTION: XEROX DOCUPRINT N2825  
PRINTER LASER MONOCHROME

*And one box of toner.*

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: PURCHASED 2000

REASON FOR DISPOSITION: REPLACEMENT

**RECEIVED**

DEC 14 2016

**BOONE COUNTY AUDITOR**

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

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

DEPARTMENT: COUNTY CLERK 1132

SIGNATURE: *Judy*

**AUDITOR**

ORIGINAL PURCHASE DATE 12-31-00  
ORIGINAL COST \$6,076.16  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 *HQ*  
TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 44-2017

DATE APPROVED 1-26-17

SIGNATURE *Dennis K. Atwell*

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the

26th

day of January

20 17

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

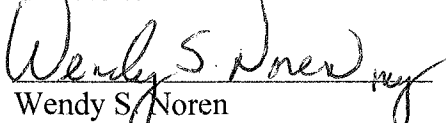
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Texas Buy Board Cooperative Purchasing Contract 447-14 to purchase, from Tiger Corporation of Sioux Falls, SD, the following:

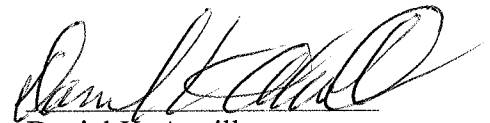
- One (1) new Bengal Model Boom Mount Tree Shear
- One (1) new 50" Deck
- One (1) new extra set of teeth for the shear

The terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 26<sup>th</sup> day of January, 2017

ATTEST:

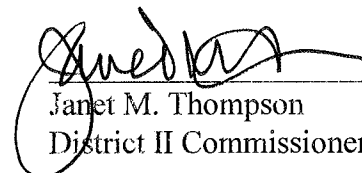
  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner

  
Absent

Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

45-2017

# Boone County Purchasing

**Phil Fichter**  
Buyer



613 E. Ash Street, Room 111  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

---

## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Phil Fichter  
**DATE:** January 18, 2017  
**RE:** Texas Buy Board Cooperative Purchasing Contract 447-14 – **Tiger Corporation Bengal Model Boom Mount Tree Shear, 50” Deck, and an extra set of teeth for shear.**

Public Works requests permission to purchase one (1) new **Bengal Model Boom Mount Tree Shear, one (1) new 50” Deck, and one (1) new extra set of teeth for shear** from Tiger Corporation located in Sioux Falls South Dakota from Texas Buy Board Cooperative Purchasing Contract 447-14.

Cost of contract is \$16,076.76 and will be paid from department 2040 – PW Maintenance Operations, account 91300 – New Equipment.

The 2017 budget for these items is \$15,800 and savings from 2017 Motor Grader purchases will more than cover the additional \$276.76 cost over budget of this purchase per Greg Edington – Public Works.

**cc:** Greg Edington - PW  
Contract File

**PURCHASE AGREEMENT  
FOR  
TIGER BENGAL BOOM MOUNT TREE SHEAR**

**THIS AGREEMENT** dated the 26<sup>th</sup> day of January 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Tiger Corporation of Sioux Falls South Dakota**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for one (1) **Bengal Model Boom Mount Tree Shear from Tiger Corporation**, quoted 1/9/17, the **Texas Buy Board Contract Number 447-14** with any addendums and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the **Texas Buy Board Contract Number 447-14** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) Bengal Model Boom Mount Tree Shear and Additional Options as follows:

	<u>Unit Price</u>
<b>Bengal Model Boom Mount Tree Shear</b>	<b>\$ 9,649.10</b>
<ul style="list-style-type: none"> <li>• Tree Shear to mount to Bengal Booms</li> <li>• Cuts up to a 12" diameter trees/limbs</li> </ul>	
<b>Additional Options</b>	
One (1) TSAW-TRB – 50" for Bengal Deck	\$ 5,571.38
One (1) Extra Set of Teeth	\$ 481.28
Freight	\$ 375.00
<b>Total</b>	<b>\$16,076.76</b>

3. **Delivery** - Vendor agrees to deliver equipment as set forth in the bid documents and within 40-120 days after receipt of order. All deliveries shall be made FOB Destination with freight prepaid and charged back. The seller pays the freight and charges back the buyer by adding the freight charges to the invoices. A copy of the actual freight bill should be attached to the invoices as evidence of correct freight billing. Delivering Dealer – Crown Power and Equipment; Columbia, MO will contact Boone County Public Works to schedule delivery to by calling 573-449-8515. Delivery shall be to Boone County Public Works, Attn: Greg Edington, 5551 Tom Bass Rd., Columbia, MO 65201.

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

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

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

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

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

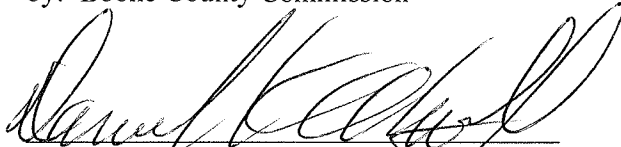
**TIGER COPORATION**

**BOONE COUNTY, MISSOURI**

by   
(signature)

by: Boone County Commission

Shawn T. Cleary  
(printed)

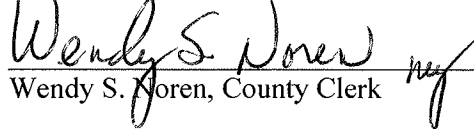
  
Daniel K. Atwill, Presiding Commissioner

title President

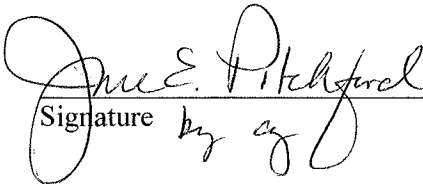
APPROVED AS TO FORM:

ATTEST:

  
County Counselor

  
Wendy S. Joren, County Clerk

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

  
Signature by Joe E. Pitelford

4/18/17  
Date

2040-91300 - \$16,076.76

Appropriation Account

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another 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 retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.



15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



Please direct questions to:

Ph: 800-843-6849 EXT 3  
orders@tigerpower.com

Bill To:	Boone County 5551 South Tom Bass Rd Columbia MO 65201		
Ship to:	Boone County 5551 South Tom Bass Rd Columbia MO 65201		
End User	Boone County		
End User Contact	Greg Edington	PO#	
Quote#	1157 CJ	Order Date:	
Dealer Contact	Billy Nance /Crown Power	Quote Date:	01/09/17
DLR Phone / Fax	573-489-3413	Requested ship date:	
Dealer Email	bnance@crow-power.com	State contract order	TEXAS BUYBOARD 447-14 CONTRACT
Shipping Instructions:			

## BOOM MOUNT TREE SHEAR

**HOW TO ORDER:** You must select one item from Section 1 for a complete Tree Shear.

Qty	Order Code	Description	Approx. (lbs)	List Price	Disc	Dir Net
<b>SECTION 1 - Base Unit</b>						
1	TSHEAR-Bengal	Tree shear to mount to Bengal Booms - cuts up to 12" diameter trees/limbs	825	\$ 10,265	6% \$	9,649.10
	TSHEAR-Saber	Tree shear to mount to Saber Booms - cuts up to 12" diameter trees/limbs	825	\$ 10,265	6% \$	-

## BOOM MOUNT AUGER

**HOW TO ORDER:** You must select one item from Section 1 for a complete Auger attachment

Order Code	Description	Approx. Weight (lbs)	List Price	Disc	Dir Net
<b>SECTION 1 - Base Unit</b>					
AUGER9-Bengal	9" Auger to mount to Bengal Booms	465	\$ 11,246	6% \$	-
AUGER12-Bengal	12" Auger to mount to Bengal Booms	480	\$ 11,451	6% \$	-

**ADDITIONAL OPTIONS FROM PRICE LIST**

				\$	-
				\$	-
1	TSAW-TRB		5927	6% \$	5,571.38
	50" FOR BENGAL DECK			6% \$	-
1	EXTRA SET OF TEETH		512	6% \$	481.28
1	ESTIMATED SHIPPING			\$	375.00
				\$	-
<b>Totals</b>					<b>\$ 16,076.76</b>

<b>TRACTOR INFORMATION REQUIRED:</b>		Transmission	_____
Make/Model:	JD 6125 M/ bengal series	Cab Type	_____
Tire size	_____ Front	2WD or MFWD	_____
	_____ Rear		

All prices are FOB Sioux Falls, SD 57107.  
Prices are subject to change without notice.

## ATTACHMENTS ROAD SHOULDER REPAIR

### CLAW

**HOW TO ORDER:** You must select one item from Section 1 & 2 for a complete CLAW.  
Tractor requires 2 Dual SCV's - Cat II - 3 Point Hitch

Order Code	Description	Approx. Weight (lbs)	List Price	Discount 6%	Net Price
<b>SECTION 1 - Choose a Base Unit</b>					
06100846	Right Hand Mount - Mechanical Positioning	1605	\$ 7,754	\$ 465	\$ 7,289
06101804	Right Hand Mount - Hydraulic Positioning	1630	\$ 8,575	\$ 515	\$ 8,061
06101574	Universal Right & Left Hand Mount - Mechanical Positioning	1755	\$ 8,211	\$ 493	\$ 7,718
06101748	Universal Right & Left Hand Mount - Hydraulic Positioning	1785	\$ 9,032	\$ 542	\$ 8,490
<b>INCLUDES:</b> Hose Kit to Tractor Remotes, Transport System, Travel Safety Lock					
<b>** Tractor requires 2 Dual SCV's and Category II 3 PT Hitch system **</b>					

### SECTION 3 - OPTIONS

CLW-HC	Hydraulic Cylinder Kit for field installation		\$ 1,300	\$ 78	\$ 1,222
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## FIRE SUPPRESSION KIT

**HOW TO ORDER:** You must select one item from Section 1 for a complete Fire Suppression System.

Order Code	Description	Approx. Weight (lbs)	List Price	Discount 6%	Net Price
<b>SECTION 1 - Base Unit</b>					
FIRESP-C	Fire Suppression Kit - 3 Pt Attachment	72	\$ 3,855	\$ 231	\$ 3,624
<b>INCLUDES:</b> 25 gallon poly tank, 50' hose and hose reel, 4.5 gpm Electric Pump System, Stainless Steel Hand Gun and 3 Point Hitch Mounting System					
	Upgrade to 50 gallon poly tank		\$ 264	\$ 16	\$ 248
	Upgrade to 100 gallon poly tank		\$ 448	\$ 27	\$ 421

## SAW BLADE

**HOW TO ORDER:** You must select one item from Section 1 for a Saw Blade complete .

Order Code	Description	Approx. Weight (lbs)	List Price	Discount 6%	Net Price
<b>SECTION 1 - Choose a Saw Blade Kit</b>					
TSAW - TRB	Saw blade - 48" diameter Blade kit For 50" Bengal Rotary Deck Only	220	\$ 5,927	\$ 356	\$ 5,571
TSAW - SBR	Saw blade - 48" diameter Blade kit For 50" Saber Rotary Deck Only	220	\$ 6,050	\$ 363	\$ 5,687
<b>INCLUDES:</b> 48" dia. Blade, Adapter, Carbide Teeth and mounting fasteners.					

### SECTION 2 - Installation Charge

Field Mnt	Installation by Dealer		\$ 282	\$ 17	\$ 265
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### SECTION 3 - SAW BLADE OPTIONS

**BOOM MOUNT TREE SHEAR**

**HOW TO ORDER:** You must select one item from Section 1 for a complete Tree Shear attachment

Order Code	Description	Approx. Weight (lbs)	List Price	Discount 6%	Net Price
<b>SECTION 1 - Base Unit</b>					
TSHEAR-Bengal	Tree shear to mount to Bengal Booms - cuts up to 12" diameter trees/limbs	825	\$ 10,265	\$ 616	\$ 9,649
TSHEAR-Saber	Tree shear to mount to Saber Booms - cuts up to 12" diameter trees/limbs	825	\$ 10,265	\$ 616	\$ 9,649

**TIGER GRADALL HEADS**

**HOW TO ORDER:** You must select one item from Section 1 for a complete Gradall Cutting Head

Order Code	Description	Approx. Weight (lbs)	List Price	Discount 6%	Net Price
<b>SECTION 1 - Base Unit</b>					
TGGRAD-RT	50" Rotary Head with Blade Bar & Hydraulic Door for Gradall Excavator	1125	\$ 14,121	\$ 847	\$ 13,274
TGGRAD-FL-MBG	50" Flail Head with MBG Brush Knives for Gradall Excavator	1195	\$ 14,828	\$ 890	\$ 13,938
TGGRAD-FL-HD	50" Flail Head with HD Brush knives for Gradall Excavator	1195	\$ 14,969	\$ 898	\$ 14,071

**SWEEPER**

**HOW TO ORDER:** You must select one item from Section 1 for a complete Sweeper.

Order Code	Description	Approx. Weight (lbs)	List Price	Discount 6%	Net Price
<b>SECTION 1 - Choose a Base Unit</b>					
TBS-60C	Boom Sweeper, 60" for secondary boom arm. Brush constructed of 50% Poly & 50% Steel <b>INCLUDES:</b> Sweeper Attachment includes mount brackets, bonnet, broom and hoses for use with mid mount Tiger Boom Mowers.	867	\$ 12,159	\$ 730	\$ 11,429
THS-96C	Sweeper, 8'. Brush constructed of 50% Poly & 50% Steel <b>INCLUDES:</b> Sweeper Attachment includes mount brackets, bonnet, broom, hoses and ball valves for use with existing Tiger mid mount mowers.	1500	\$ 14,045	\$ 843	\$ 13,202
<b>SECTION 2 - Installation Charge</b>					
Factory Mnt	Installation of complete sweeper system at factory		\$ 2,080	\$ 125	\$ 1,955
Field Mnt	Installation of complete sweeper system by Dealer		\$ 2,080	\$ 125	\$ 1,955
<b>SECTION 3 - SWEEPER OPTIONS</b>					
2SPV-THS	Valve, 2 spool, stand, hoses and cable control	85	\$ 2,842	\$ 171	\$ 2,671
06200210	Paint, non-standard		\$ 1,186	\$ 71	\$ 1,115

34704	Rivet Removal Tool	\$ 221	\$ 13	\$ 208
34705	Sharpening Tool	\$ 345	\$ 21	\$ 324
06200616	Carbide replacement tip, set of 10 (Require silver solder to fasten to teeth)	\$ 76	\$ 5	\$ 71
06200615	Teeth, extra set 30 pcs (rivets included)	\$ 512	\$ 31	\$ 481



<b>BOOM MOUNT AUGER</b>
-------------------------

**HOW TO ORDER:** You must select one item from Section 1 for a complete Auger attachment

Order Code	Description	Approx. Weight (lbs)	List Price
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**SECTION 1 - Base Unit**

AUGER9-Bengal	9" Auger to mount to Bengal Booms	465	\$ 11,246	\$ 675	\$ 10,571
AUGER12-Bengal	12" Auger to mount to Bengal Booms	480	\$ 11,451	\$ 687	\$ 10,764



P.O. Box 400  
Austin, TX 78767-0400  
800.695.2919 | 512.467.0222 | Fax: 800.211.5454  
buyboard.com

May 14, 2014

Sent Via E-mail: [cjohnson@tigmowers.com](mailto:cjohnson@tigmowers.com)

Chad Johnson  
Tiger Corporation  
3301 North Louise Avenue  
Sioux Falls, SD 57107

**Proposal Name & Number:** Grounds Maintenance Equipment, Irrigation Parts, Supplies and Installation #447-14

Congratulations, your company has been successful on the above referenced proposal! This contract will be effective June 1, 2014. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To see the items your company has been awarded, please review the proposal tabulation #447-14 on the following web-site: [www.vendor.buyboard.com](http://www.vendor.buyboard.com). Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Attached to this letter you will find the following documents:

Vendor Quick Reference Sheet  
Electronic Catalog Format Instructions  
Vendor Billing Procedures

**Receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative.** Accepting orders directly from member entities may result in a violation of the State of Texas competitive bid statute and cancellation of the proposal award therefore all orders must be processed through the Cooperative in order to comply. We request your assistance in immediately forwarding by fax (1-800-211-5454) to the cooperative any orders received directly from member entities. If by chance an order sent directly to you has been unintentionally processed, please fax it to the Cooperative (1-800-211-5454) and note it as **RECORD ONLY** to prevent duplication.

**Per proposal specifications, awarded vendors will have 60 days to submit their electronic catalog including pricing. If the electronic data is not provided within 60 days of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.**

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact Arturo Salinas at 800-695-2919 ext. 6200.

Sincerely,

Melonie Perry  
Bid Administrator



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards, Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.



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## PROPOSER'S AGREEMENT AND SIGNATURE

**Proposal Name:** Grounds Maintenance  
Equipment and Irrigation Parts, Supplies, and  
Installation

**Proposal Opening Date and Time:**  
February 25, 2014 at 2:00 PM

**Proposal Number:** 447-14

**Location of Proposal Opening:**  
Texas Association of School Boards, Inc.  
BuyBoard Department  
12007 Research Blvd.  
Austin, TX 78759

**Contract Time Period:** June 1, 2014 through  
May 31, 2015 with two (2) possible one-year  
renewals.

**Anticipated Cooperative Board Meeting Date:**  
May 2014

TIGER CORPORATION

Name of Proposing Company

1-30-14

Date

3301 NORTH LOUISE AVE.

Street Address

Signature of Authorized Company Official

SIOUX FALLS SD 57107

City, State, Zip

SHAWN T. CLEARY

Printed Name of Authorized Company Official

1-800-843-6849

Telephone Number of Authorized Company Official

PRESIDENT

Position or Title of Authorized Company Official

1-800-716-7620

Fax Number of Authorized Company Official

88-0329653

Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions, General Terms and Conditions, Attachments/Forms, Item Specifications, and Line Items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;



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4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal), including without limitation the Requirements related to:
  - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
  - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
  - c. the **possible** award of a piggy-back contract by another governmental entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
  - d. submitting price sheets or catalogs in the proper format for posting on the BuyBoard as a prerequisite to activation of your contract;
5. You have clearly identified any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a Form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.





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**VENDOR PURCHASE ORDER, REQUEST FOR QUOTES, AND INVOICE RECEIPT OPTIONS**

Company: TIGER CORPORATION General Contact Name: CHAD JOHNSON

**Purchase Orders:** Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: Fax. Vendors need a designated fax line available at all times to receive purchase orders.

Please choose **only one (1)** of the following options for receipt of purchase orders and provide the requested information:

I will use the **INTERNET** to receive purchase orders.

E-mail Address: cjohnson@tigmowers.com

Internet Contact: Chad Johnson Phone: 605-212-0609

Alternate E-mail Address: spopowski@tigmowers.com

Alternate Internet Contact: Sam Popowski Phone: 605-731-0436

I will receive purchase orders via **FAX**.

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

Fax Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**Request for Quotes ("RFQ"):** Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: cjohnson@tigmowers.com

Alternate E-mail Address: spopowski@tigmowers.com

**Invoices:** Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Mailing address: 3301 N LOUISE AVE Department: ACCOUNTING

City: SIOUX FALLS State: SD Zip Code: 57107

Contact Name: SAM POPOWSKI Phone: 605-731-0436

Fax: 1-800-716-7620 E-mail Address: spopowski@tigmowers.com

Alternative E-mail Address: cjohnson@tigmowers.com



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FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
My company is not owned or operated by anyone who has been convicted of a felony.
My company is owned/operated by the following individual(s) who has/have been convicted o a felony:

Name of Felon(s):

Details of Conviction(s):

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

TIGER CORPORATION
Company Name

Signature of Authorized Company Official SHAWN T CLEARY
Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

TIGER CORPORATION
Company Name

Signature of Authorized Company Official SHAWN T CLEARY
Printed Name



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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a person whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions. Please check (v) one of the following.

- [X] I certify that my company is a Resident Proposer.
[] I certify that my company is a Nonresident Proposer.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name Address
City State Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
[] Yes
[] No
B. What is the prescribed amount or percentage? \$ \_\_\_\_\_ or \_\_\_\_\_ %

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas? Please check (v) one of the following.

- [] Yes
[] No

By signature below, I certify that the information in Sections 1 (Resident/Nonresident Certification) and 2 (Vendor Employment Certification) above is true, complete and accurate and that I am authorized by my company to make this certification.

TIGER CORPORATION
Company Name

[Signature]
Signature of Authorized Company Official

SHAWN T CLEARY
Printed Name



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## HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as an Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (√) all that apply

- I certify that my company has been certified as a HUB in the following categories:
- Minority Owned Business**
  - Women Owned Business**
  - Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

**Certification Number:**

\_\_\_\_\_

**Name of Certifying Agency:**

\_\_\_\_\_

- My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

TIGER CORPORATION

Company Name

  
\_\_\_\_\_  
Signature of Authorized Company Official

SHAWN T. CLEARY

Printed Name



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**AFFIRMATION REGARDING CONSTRUCTION RELATED GOODS AND SERVICES**

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, attached to this Form F, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services.

By signature below, the undersigned affirms that Proposer has read and understands the Advisory attached to this Form F and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, and will make a good faith effort to make its Cooperative clients or potential clients aware of such requirements.

TIGER CORPORATION  
Company Name

  
\_\_\_\_\_  
Signature of Authorized Company Official

SHAWN T CLEARY  
\_\_\_\_\_  
Printed Name

1-30-14  
\_\_\_\_\_  
Date



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## **CONSTRUCTION RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS**

**Why make purchases using BuyBoard?** Purchasing through a cooperative or “interlocal contract” satisfies the requirement of local governments to seek competitive procurement for the purchase of goods or services. Therefore, you may purchase goods and services from a vendor through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction related services through a BuyBoard Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard.

**What is BuyBoard’s Procurement Process?** The BuyBoard uses a competitive procurement process to award contracts to vendors for products and services that the BuyBoard determines, based on an evaluation of multiple criteria, represent the best value for its members.

**How does BuyBoard award a contract to a vendor?** As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard’s proposal invitation (or specifications), the vendor’s proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor’s proposal. **THE PRICE YOU PAY FOR THE PRODUCTS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE.** Additionally, the vendor must comply with the BuyBoard contract’s general terms and conditions, and any additional terms and conditions that apply to the specific contract, as set out in the proposal invitation.

**How does a BuyBoard member make purchases through the BuyBoard contract?** You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected products or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. Consult your procurement officer and/or legal advisor for specific advice.

### **How do I know that my entity has made a purchase through the BuyBoard?**

BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to [www.buyboard.com](http://www.buyboard.com) using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.



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**What should BuyBoard members consider when using BuyBoard for construction-related purchases?** While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.

When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value. This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or can be delegated by the governing body to an individual or committee, with written notice.
- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific products and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor products or services that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.
- **Architectural or Engineering and Independent Testing services.** If your product includes a construction component that requires architectural or engineering services, you must procure those services separately. **YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT.** Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.
  - **Architecture.** A new building owned by a political subdivision having construction costs exceeding \$100,000 or an alteration or addition to an existing building having construction costs exceeding \$50,000 must have architectural plans and specifications prepared by an architect.
  - **Engineering.** If the products or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer. The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost \$8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost \$20,000 or less.



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- **Independent Testing.** Public entities are required to contract for the testing of construction materials engineering and verification testing services necessary for acceptance of the facility by the entity, independent of the contractor, construction manager, or design-build firm. The procurement of the testing services should be done under the Professional Services Procurement Act, and not under a BuyBoard contract.
  
- **Written Certification.** Effective 09/01/2013, a local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds \$50,000 must certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.
  
- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed \$25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds \$100,000, to protect the local government if a contractor fails to complete the project. Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.
  
- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.
  
- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related products and services under any procurement method, including a purchasing cooperative.

For more information about BuyBoard, contact us at 800-695-2919.

*Issued: June 19, 2013*





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**DEVIATION AND COMPLIANCE SIGNATURE FORM**

If your company intends to deviate from the General Terms and Conditions, Item Specifications or other requirements associated with this Proposal Invitation, you must list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form, an attachment to this form, or elsewhere in your Proposal. (If you do not provide the information on or as an attachment to this form, the information must be clearly identified in your Proposal.) The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Item Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation.

- No;** Deviations
- Yes;** Deviations

List and fully explain any deviations you are submitting:

---

---

---

**PLEASE PROVIDE THE FOLLOWING INFORMATION:**

1. Shipping Via:  Common Carrier  Company Truck  Other:

---

2. Payment Terms:  Net 30 days  1% in 10/Net 30 days  Other:

NET 45 DAYS

---

3. Number of Days for Delivery: 45-120 ARO

4. Vendor Reference/Quote Number: NA


5. State your return policy: RETURNS WILL BE HANDLED CASE BY CASE WITH TIGERS AUTHORIZATION

---

6. Are electronic payments acceptable?  Yes  No

TIGER CORPORATION

Company Name

  
Signature of Authorized Company Official

SHAWN T CLEARY  
Printed Name







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## DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

ANDERSON EQUIPMENT CO (5 LOCATIONS)

Company Name

700 W EXPRESSWAY 83

Address

PHARR TX 78577

City

State

Zip

956-781-5995 956-781-5999

Phone Number

Fax Number

UNVENSEIE VALDEZ

Contact Person

GEORGE P BANE INC

Company Name

3402 E NE LOOP 323

Address

TYLER TX 75708

City

State

Zip

800-954-2200 903-593-0519

Phone Number

Fax Number

PHIL BANE

Contact Person





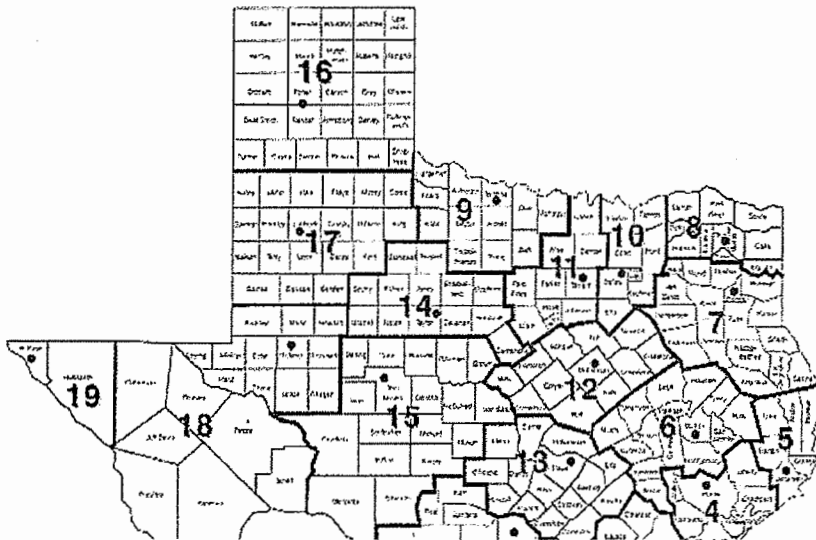
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## TEXAS REGIONAL SERVICE DESIGNATION

**Unless you designate otherwise on this form, you agree to service members of The Local Government Purchasing Cooperative statewide!**

The Cooperative (referred to as "Texas Cooperative" in this Form I and Form J, State Service Designation) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

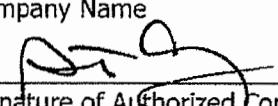
### Regional Education Service Centers



- I will service Texas Cooperative members statewide.
- I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

- | Region                      | Headquarters   |
|-----------------------------|----------------|
| <input type="checkbox"/> 1  | Edinburg       |
| <input type="checkbox"/> 2  | Corpus Christi |
| <input type="checkbox"/> 3  | Victoria       |
| <input type="checkbox"/> 4  | Houston        |
| <input type="checkbox"/> 5  | Beaumont       |
| <input type="checkbox"/> 6  | Huntsville     |
| <input type="checkbox"/> 7  | Kilgore        |
| <input type="checkbox"/> 8  | Mount Pleasant |
| <input type="checkbox"/> 9  | Wichita Falls  |
| <input type="checkbox"/> 10 | Richardson     |
| <input type="checkbox"/> 11 | Fort Worth     |
| <input type="checkbox"/> 12 | Waco           |
| <input type="checkbox"/> 13 | Austin         |
| <input type="checkbox"/> 14 | Abilene        |
| <input type="checkbox"/> 15 | San Angelo     |
| <input type="checkbox"/> 16 | Amarillo       |
| <input type="checkbox"/> 17 | Lubbock        |
| <input type="checkbox"/> 18 | Midland        |
| <input type="checkbox"/> 19 | El Paso        |
| <input type="checkbox"/> 20 | San Antonio    |

TIGER CORPORATION  
 Company Name

  
 Signature of Authorized Company Official

SHAWN T. CLEARY  
 Printed Name

I will not service members of the Texas Cooperative.



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## STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. (Note: If you plan to service Texas Cooperative members, be sure that you complete Form I, Texas Regional Service Designation.)

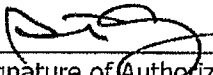
I will service all states in the United States.

I will not service all states in the United States. I will service only the states checked below:

- |  |   |
|--|---|
| <input type="checkbox"/> Alabama   | <input type="checkbox"/> Nebraska       |
| <input type="checkbox"/> Alaska  | <input type="checkbox"/> Nevada         |
| <input type="checkbox"/> Arizona   | <input type="checkbox"/> New Hampshire  |
| <input type="checkbox"/> Arkansas  | <input type="checkbox"/> New Jersey     |
| <input type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input type="checkbox"/> New Mexico     |
| <input type="checkbox"/> Colorado  | <input type="checkbox"/> New York       |
| <input type="checkbox"/> Connecticut                                     | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Delaware  | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> District of Columbia                            | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Florida   | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Georgia   | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> Hawaii  | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Idaho   | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Illinois  | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Indiana   | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Iowa  | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Kansas  | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Kentucky  | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Louisiana                                       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Maine   | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Maryland  | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Massachusetts                                   | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Michigan  | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Minnesota                                       | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Mississippi                                     |   |
| <input type="checkbox"/> Missouri  |   |
| <input type="checkbox"/> Montana   |   |

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

TIGER CORPORATION  
Company Name

  
Signature of Authorized Company Official

SHAWN T CLEARY  
Printed Name



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## **NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT**

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on Form J, State Service Designation, in your Proposal.

**By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:**

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on Form J (State Service Designation Form) of this Proposal Invitation. Any changes to the states designated on Form J must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.





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6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

TIGER CORPORATION  
Name of Vendor

447-14  
Proposal Invitation Number

  
Signature of Authorized Company Official

SHAWN T CLEARY  
Printed Name of Authorized Company Official

1-30-14  
Date



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**FEDERAL AND STATE/PURCHASING COOPERATIVE DISCOUNT COMPARISON FORM**

The Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with prices/discounts you offer federal and state entities and other interlocal purchasing cooperatives (collectively referred to as "purchasing cooperative" in this form). Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 1,210,108.00 (The period of the 12 month period is JAN 13 / DEC 13). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. Based on your written discounting policies are the discounts you offer the Cooperative equal to or better than the best price you offer other purchasing cooperatives acquiring the same items regardless of quantity or terms and conditions?

YES  NO

3. Based on your written discounting policies, provide the information requested below for other purchasing cooperatives, either in the chart below or in an equivalent format. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	DISCOUNT (%)	QUANTITY/VOLUME	FOB TERM
1. Federal General Services Adm.			
2. T-PASS			
3. U.S. Communities Purchasing Alliance			
4. The Cooperative Purchasing Network			
5. Houston-Galveston Area Council	6% & 16%		Fob Destination
6. Other	6%		Fob Destination

MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

**CURRENT BUYBOARD VENDORS**

If you are a current BuyBoard vendor, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 6%WG 16% TRACTORS Proposed Discount (%): 6%WG 16%TRACTORS

Explanation: DISCOUNTS TO STAY THE SAME

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

TIGER CORPORATION

Company Name

Signature of Authorized Company Official  
 FORM L

SHAWN T CLEARY

Printed Name



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## REFERENCES AND PRICE/DISCOUNT INFORMATION

**PART I:** For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.


Entity Name	Contact	Phone#	Discount	Quantity/ Volume	FOB Term
1. HARRIS CO	J.R. JIBOUSEK	281-454-4795	6%	MULTIPLE UNITS	DESTINATION
2. CITY OF CORPUS	SCOTT MONSE	361-826-1603	6%	MULTIPLE UNITS	DESTINATION
3. CITY OF LEAGUE CITY	MIKE TUBBS	281-554-1311	6%	MULTIPLE UNITS	DESTINATION
4. BRAZORIA CO	ZACK FLETCHER	979-549-8854	6%	MULTIPLE UNITS	DESTINATION
5. CITY OF HITCHCOCK	DENNIS McDANIEL	409-986-5591	6%	MULTIPLE UNITS	DESTINATION

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES**  **NO**  If YES, please explain: WE MAY OFFER MULTIPLE UNIT DISCOUNTS OR DISCONTINUED ITEMS OFFERED AT A LESSER PRICE THROUGH THE BUYBOARD

**PART II:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: How you will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)* Attach additional pages if necessary.

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

TIGER CORPORATION  
Company Name

  
Signature of Authorized Company Official

SHAWN T CLEARY  
Printed Name



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## **FORMS CHECKLIST**

(Please check (✓) the following)

- Completed: Proposer's Agreement and Signature (Form A)
- Completed: Vendor Purchase Order, Request for Quotes, and Invoice Receipt Options (Form B)
- Completed: Felony Conviction Disclosure and Debarment Certification (Form C)
- Completed: Resident/Nonresident Certification (Form D)
- Completed: Historically Underutilized Business (HUB) Certification (Form E)
- Completed: Affirmation Regarding Construction Related Goods and Services (Form F)
- Completed: Deviation/Compliance Signature Form (Form G)
- Completed: Dealership Listings (Form H)
- Completed: Texas Regional Service Designation (Form I)
- Completed: State Service Designation (Form J)
- Completed: National Purchasing Cooperative Vendor Award Agreement (Form K)
- Completed: Federal and State/Purchasing Cooperative Discount Comparison Form (Form L)
- Completed: References and Price Discount Information (Form M)
- Completed: Forms Checklist (Form N)
- Completed: Proposal Specifications with Catalogs/Pricelists  
*Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*



**Grounds Maintenance Equipment and Irrigation Parts, Supplies, and Installation - Proposal No. 447-14**

(\*Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered.)

Item No.	Short Description	Full Description	Discount (%) off Catalog or Pricelist	Catalog/Pricelist Name	Exceptions to Catalog Discount
		<b>Section I: Grounds Maintenance Equipment, Supplies and Accessories</b>			
1	Golf and Turf Equipment, Supplies, and Accessories	<b>Golf and Turf Equipment, Supplies, and Accessories</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>	6%	TIGER WHOLEGOODS	
2	Tractors, Equipment, Supplies, and Accessories, 20 to 200 Engine HP	<b>Tractors, Equipment, Supplies, and Accessories, 20 to 200 Engine HP</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>	16%	TIGER WHOLEGOODS	
3	Lawn and Garden Tractors, Equipment, Supplies, and Accessories	<b>Lawn and Garden Tractors, Equipment, Supplies, and Accessories</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>	6%	TIGER WHOLEGOODS	
4	Front Mowers, Equipment, Supplies, and Accessories	<b>Front Mowers, Equipment, Supplies, and Accessories</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>	6%	TIGER WHOLEGOODS	
5	Wide Area Mowers, Equipment, Supplies, and Accessories	<b>Wide Area Mowers, Equipment, Supplies, and Accessories</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>	6%	TIGER WHOLEGOODS	

**PROPOSAL NOTE:**

1. \*Catalogs/Pricelists are required to be submitted with Proposal



**Grounds Maintenance Equipment and Irrigation Parts, Supplies, and Installation - Proposal No. 447-14**

(\*Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered.)

Item No.	Short Description	Full Description	Discount (%) off Catalog or Pricelist	Catalog/Pricelist Name	Exceptions to Catalog Discount
6	Zero Turn Mowers, Equipment, Supplies, and Accessories	<b>Zero Turn Mowers, Equipment, Supplies, and Accessories</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>	6%	TIGER WHOLEGOODS	
7	Walk Behind Mowers, Equipment, Supplies, and Accessories	<b>Walk Behind Mowers, Equipment, Supplies, and Accessories</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>	6%	TIGER WHOLEGOODS	
8	Utility Vehicles, Equipment, Supplies, and Accessories	<b>Utility Vehicles, Equipment, Supplies, and Accessories</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>	NA		
9	All Terrain Vehicles, Equipment, Supplies, and Accessories	<b>All Terrain Vehicles, Equipment, Supplies, and Accessories</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>	NA		
10	Cutters and Shredders, Equipment, Supplies, and Accessories	<b>Cutters and Shredders, Equipment, Supplies, and Accessories</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>	6%	TIGER WHOLEGOODS	
11	Sprayers, Supplies, and Accessories	<b>Sprayers, Supplies, and Accessories</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>	6%	TIGER WHOLEGOODS	

**PROPOSAL NOTE:**

- \*Catalogs/Pricelists are required to be submitted with Proposal



**Grounds Maintenance Equipment and Irrigation Parts, Supplies, and Installation - Proposal No. 447-14**

(\*Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered.)

Item No.	Short Description	Full Description	Discount (%) off Catalog or Pricelist	Catalog/Pricelist Name	Exceptions to Catalog Discount
12	Scrapers, Supplies, and Accessories	<b>Scrapers, Supplies, and Accessories</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>	6%	TIGER WHOLEGOODS	
13	Hand Held Equipment, Supplies, and Accessories	<b>Hand Held Equipment, Supplies, and Accessories</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>	6%	TIGER WHOLEGOODS	
14	Landscape and Turf Care Attachments	<b>Landscape and Turf Care Attachments</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories to be sold with equipment or separately. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>	6%	TIGER WHOLEGOODS	
15	Parking Lot/Sidewalk Sweepers, Supplies, and Accessories	<b>Parking Lot/Sidewalk Sweepers, Supplies, and Accessories</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>	6%	TIGER WHOLEGOODS	
16	Turf Maintenance Sweepers and Equipment, Supplies, and Accessories	<b>Turf Maintenance Sweepers and Equipment, Supplies, and Accessories</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>	6%	TIGER WHOLEGOODS	

**PROPOSAL NOTE:**

1. \*Catalogs/Pricelists are required to be submitted with Proposal



**Grounds Maintenance Equipment and Irrigation Parts, Supplies, and Installation - Proposal No. 447-14**

(\*Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered.)

Item No.	Short Description	Full Description	Discount (%) off Catalog or Pricelist	Catalog/Pricelist Name	Exceptions to Catalog Discount
17	Outdoor Scrubbers, Supplies, and Accessories	<b>Outdoor Scrubbers, Supplies, and Accessories --</b> Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>	NA		
18	Hydroseeding Equipment, Supplies, and Accessories	<b>Hydroseeding Equipment, Supplies, and Accessories --</b> Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>	NA		
19	Bark and Straw Blowers and Crimper Equipment, Supplies, and Accessories	<b>Bark and Straw Blowers and Crimper Equipment, Supplies, and Accessories --</b> Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>	NA		
20	All Other Types of Grounds Maintenance Equipment, Supplies and Accessories	<b>All Other Types of Grounds Maintenance Equipment, Supplies and Accessories --</b> Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>	6%	TIGER WHOLEGOODS	
21	Field and Turf Fertilizer, Conditioners, Dressings and Chemicals	<b>Field and Turf Fertilizer, Conditioners, Dressings and Chemicals --</b> Please state the discount (%) off catalog/pricelist for the full line of products. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>	NA		

**PROPOSAL NOTE:**

1. \*Catalogs/Pricelists are required to be submitted with Proposal





**Grounds Maintenance Equipment and Irrigation Parts, Supplies, and Installation - Proposal No. 447-14**

(\*Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered.)

Item No.	Short Description	Full Description	Discount (%) off Catalog or Pricelist	Catalog/Pricelist Name	Exceptions to Catalog Discount
22	Nursery Products	<b>Nursery Products</b> -- Please state the discount (%) off catalog/pricelist for the full line of products, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>	NA		
23	Specialty Soils for Athletic Fields, Play Surfaces, etc.	<b>Specialty Soils for Athletic Fields, Play Surfaces, etc.</b> -- Please state the discount (%) off catalog/pricelist for the full line of products. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>	NA		
24	All Types of Fertilizer and Grounds Chemicals	<b>All Types of Fertilizer and Grounds Chemicals</b> -- Please state the discount (%) off catalog/pricelist for the full line of grounds products. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>	NA		
<b>Section II: Repair Parts, Installation, and Service Labor</b>					
25	Discount (%) Off Catalog/Price List for Ground Maintenance Equipment Repair Parts	<b>Ground Maintenance Equipment Repair Parts</b> -- State the discount (%) off catalog/pricelist. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>	6%	TIGER WHOLEGOODS	

**PROPOSAL NOTE:**

- \*Catalogs/Pricelists are required to be submitted with Proposal



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## PROPOSER'S AGREEMENT AND SIGNATURE

**Proposal Name:** Grounds Maintenance  
Equipment and Irrigation Parts, Supplies, and  
Installation

**Proposal Opening Date and Time:**  
February 25, 2014 at 2:00 PM

**Proposal Number:** 447-14

**Location of Proposal Opening:**  
Texas Association of School Boards, Inc.  
BuyBoard Department  
12007 Research Blvd.  
Austin, TX 78759

**Contract Time Period:** June 1, 2014 through  
May 31, 2015 with two (2) possible one-year  
renewals.

**Anticipated Cooperative Board Meeting Date:**  
May 2014

\_\_\_\_\_  
Name of Proposing Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Printed Name of Authorized Company Official

\_\_\_\_\_  
Telephone Number of Authorized Company Official

\_\_\_\_\_  
Position or Title of Authorized Company Official

\_\_\_\_\_  
Fax Number of Authorized Company Official

\_\_\_\_\_  
Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions, General Terms and Conditions, Attachments/Forms, Item Specifications, and Line Items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;



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4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal), including without limitation the Requirements related to:
  - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
  - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
  - c. the **possible** award of a piggy-back contract by another governmental entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
  - d. submitting price sheets or catalogs in the proper format for posting on the BuyBoard as a prerequisite to activation of your contract;
5. You have clearly identified any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a Form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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**VENDOR PURCHASE ORDER, REQUEST FOR QUOTES, AND INVOICE RECEIPT OPTIONS**

Company: \_\_\_\_\_ General Contact Name: \_\_\_\_\_

**Purchase Orders:** Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: Fax. Vendors need a designated fax line available at all times to receive purchase orders.

**Please choose only one (1) of the following options for receipt of purchase orders and provide the requested information:**

I will use the **INTERNET** to receive purchase orders.  
E-mail Address: \_\_\_\_\_  
Internet Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Alternate E-mail Address: \_\_\_\_\_  
Alternate Internet Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

I will receive purchase orders via **FAX**.  
Fax Number: \_\_\_\_\_  
Fax Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**Request for Quotes ("RFQ"):** Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: \_\_\_\_\_  
Alternate E-mail Address: \_\_\_\_\_

**Invoices:** Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

**Mailing address:** \_\_\_\_\_ **Department:** \_\_\_\_\_  
**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_ **E-mail Address:** \_\_\_\_\_  
**Alternative E-mail Address:** \_\_\_\_\_



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**FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION**

**FELONY CONVICTION DISCLOSURE**

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (v) one of the following:

- My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- My company is not owned or operated by anyone who has been convicted of a felony.
- My company is owned/operated by the following individual(s) who has/have been convicted o a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

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

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Printed Name

**DEBARMENT CERTIFICATION**

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

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

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Printed Name



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**RESIDENT/NONRESIDENT CERTIFICATION**

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a person whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions. Please check (✓) one of the following.

- I certify that my company is a **Resident Proposer.**
- I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

_____		_____	
Company Name		Address	
_____		_____	
City	State	Zip Code	

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
  - Yes
  - No
- B. What is the prescribed amount or percentage? \$ \_\_\_\_\_ or \_\_\_\_\_ %

**VENDOR EMPLOYMENT CERTIFICATION**

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas? Please check (✓) one of the following.

- Yes
- No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

_____	
Company Name	
_____	
Signature of Authorized Company Official	Printed Name



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## HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as an Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (√) all that apply

- I certify that my company has been certified as a HUB in the following categories:
  - Minority Owned Business**
  - Women Owned Business**
  - Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

**Certification Number:**

---

**Name of Certifying Agency:**

---

- My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

---

Company Name

---

Signature of Authorized Company Official

---

Printed Name



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**AFFIRMATION REGARDING CONSTRUCTION RELATED GOODS AND SERVICES**

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, attached to this Form F, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services.

By signature below, the undersigned affirms that Proposer has read and understands the Advisory attached to this Form F and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, and will make a good faith effort to make its Cooperative clients or potential clients aware of such requirements.

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

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date





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## **CONSTRUCTION RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS**

**Why make purchases using BuyBoard?** Purchasing through a cooperative or “interlocal contract” satisfies the requirement of local governments to seek competitive procurement for the purchase of goods or services. Therefore, you may purchase goods and services from a vendor through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction related services through a BuyBoard Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard.

**What is BuyBoard’s Procurement Process?** The BuyBoard uses a competitive procurement process to award contracts to vendors for products and services that the BuyBoard determines, based on an evaluation of multiple criteria, represent the best value for its members.

**How does BuyBoard award a contract to a vendor?** As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard’s proposal invitation (or specifications), the vendor’s proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor’s proposal. **THE PRICE YOU PAY FOR THE PRODUCTS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE.** Additionally, the vendor must comply with the BuyBoard contract’s general terms and conditions, and any additional terms and conditions that apply to the specific contract, as set out in the proposal invitation.

**How does a BuyBoard member make purchases through the BuyBoard contract?** You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected products or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. Consult your procurement officer and/or legal advisor for specific advice.

### **How do I know that my entity has made a purchase through the BuyBoard?**

BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to [www.buyboard.com](http://www.buyboard.com) using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.



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**What should BuyBoard members consider when using BuyBoard for construction-related purchases?** While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.

When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value. This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or can be delegated by the governing body to an individual or committee, with written notice.
- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific products and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor products or services that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.
- **Architectural or Engineering and Independent Testing services.** If your product includes a construction component that requires architectural or engineering services, you must procure those services separately. **YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT.** Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.
  - **Architecture.** A new building owned by a political subdivision having construction costs exceeding \$100,000 or an alteration or addition to an existing building having construction costs exceeding \$50,000 must have architectural plans and specifications prepared by an architect.
  - **Engineering.** If the products or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer. The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost \$8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost \$20,000 or less.



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- **Independent Testing.** Public entities are required to contract for the testing of construction materials engineering and verification testing services necessary for acceptance of the facility by the entity, independent of the contractor, construction manager, or design-build firm. The procurement of the testing services should be done under the Professional Services Procurement Act, and not under a BuyBoard contract.
- **Written Certification.** Effective 09/01/2013, a local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds \$50,000 must certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.
- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed \$25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds \$100,000, to protect the local government if a contractor fails to complete the project. Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.
- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.
- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related products and services under any procurement method, including a purchasing cooperative.

For more information about BuyBoard, contact us at 800-695-2919.

*Issued: June 19, 2013*



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## **DEVIATION AND COMPLIANCE SIGNATURE FORM**

If your company intends to deviate from the General Terms and Conditions, Item Specifications or other requirements associated with this Proposal Invitation, you must list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form, an attachment to this form, or elsewhere in your Proposal. (If you do not provide the information on or as an attachment to this form, the information must be clearly identified in your Proposal.) The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Item Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation.

**No**; Deviations

**Yes**; Deviations

List and fully explain any deviations you are submitting:

---

---

---

### **PLEASE PROVIDE THE FOLLOWING INFORMATION:**

1. Shipping Via:  Common Carrier  Company Truck  Other:

---

2. Payment Terms:  Net 30 days  1% in 10/Net 30 days  Other:

---

3. Number of Days for Delivery: \_\_\_\_\_ ARO

4. Vendor Reference/Quote Number: \_\_\_\_\_

5. State your return policy:

---

---

6. Are electronic payments acceptable?  Yes  No

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

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Printed Name



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## **DEALERSHIP LISTINGS**

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

---

Company Name

---

Address

---

City

---

State

---

Zip

---

Phone Number

---

Fax Number

---

Contact Person

---

Company Name

---

Address

---

City

---

State

---

Zip

---

Phone Number

---

Fax Number

---

Contact Person



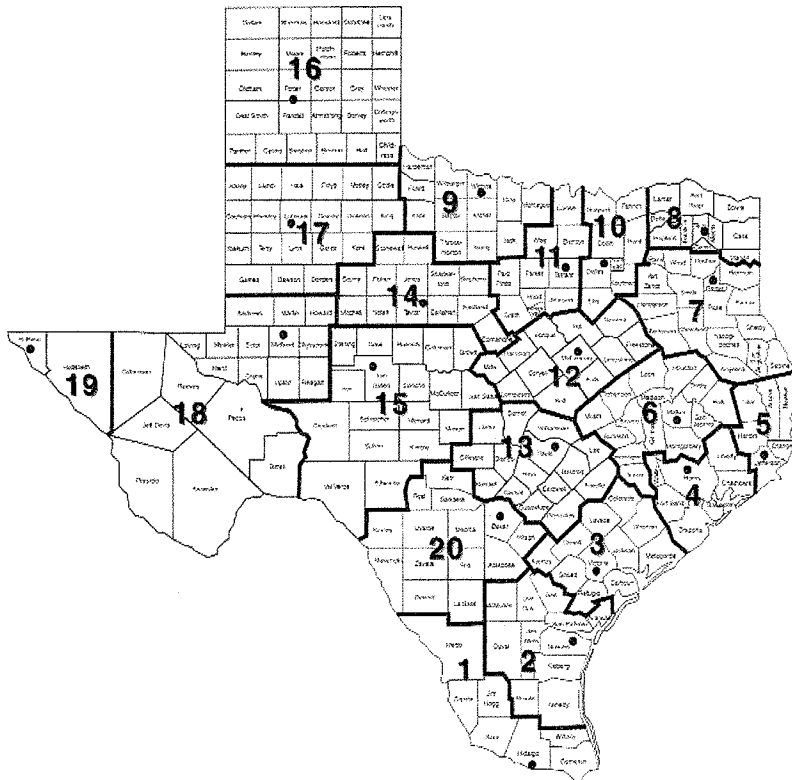
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## TEXAS REGIONAL SERVICE DESIGNATION

**Unless you designate otherwise on this form, you agree to service members of The Local Government Purchasing Cooperative statewide!**

The Cooperative (*referred to as "Texas Cooperative" in this Form I and Form J, State Service Designation*) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. Additionally, if you do not plan to service Texas Cooperative members (*i.e., if you will service only states other than Texas*), you must so indicate on this form.

### Regional Education Service Centers



- I will service Texas Cooperative members statewide.
- I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

<u>Region</u>	<u>Headquarters</u>
<input type="checkbox"/> 1	Edinburg
<input type="checkbox"/> 2	Corpus Christi
<input type="checkbox"/> 3	Victoria
<input type="checkbox"/> 4	Houston
<input type="checkbox"/> 5	Beaumont
<input type="checkbox"/> 6	Huntsville
<input type="checkbox"/> 7	Kilgore
<input type="checkbox"/> 8	Mount Pleasant
<input type="checkbox"/> 9	Wichita Falls
<input type="checkbox"/> 10	Richardson
<input type="checkbox"/> 11	Fort Worth
<input type="checkbox"/> 12	Waco
<input type="checkbox"/> 13	Austin
<input type="checkbox"/> 14	Abilene
<input type="checkbox"/> 15	San Angelo
<input type="checkbox"/> 16	Amarillo
<input type="checkbox"/> 17	Lubbock
<input type="checkbox"/> 18	Midland
<input type="checkbox"/> 19	El Paso
<input type="checkbox"/> 20	San Antonio

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

\_\_\_\_\_  
 Signature of Authorized Company Official

\_\_\_\_\_  
 Printed Name

- I will not service members of the Texas Cooperative.



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## STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. (Note: If you plan to service Texas Cooperative members, be sure that you complete Form I, Texas Regional Service Designation.)

I will service all states in the United States.

I will not service all states in the United States. I will service only the states checked below:

- |  |   |
|--|---|
| <input type="checkbox"/> Alabama   | <input type="checkbox"/> Nebraska       |
| <input type="checkbox"/> Alaska  | <input type="checkbox"/> Nevada         |
| <input type="checkbox"/> Arizona   | <input type="checkbox"/> New Hampshire  |
| <input type="checkbox"/> Arkansas  | <input type="checkbox"/> New Jersey     |
| <input type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input type="checkbox"/> New Mexico     |
| <input type="checkbox"/> Colorado  | <input type="checkbox"/> New York       |
| <input type="checkbox"/> Connecticut                                     | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Delaware  | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> District of Columbia                            | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Florida   | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Georgia   | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> Hawaii  | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Idaho   | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Illinois  | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Indiana   | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Iowa  | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Kansas  | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Kentucky  | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Louisiana                                       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Maine   | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Maryland  | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Massachusetts                                   | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Michigan  | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Minnesota                                       | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Mississippi                                     |   |
| <input type="checkbox"/> Missouri  |   |
| <input type="checkbox"/> Montana   |   |

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

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

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Printed Name



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## **NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT**

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on Form J, State Service Designation, in your Proposal.

### **By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:**

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on Form J (State Service Designation Form) of this Proposal Invitation. Any changes to the states designated on Form J must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.





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6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

\_\_\_\_\_  
Name of Vendor

\_\_\_\_\_  
Proposal Invitation Number

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Printed Name of Authorized Company Official

\_\_\_\_\_  
Date



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**FEDERAL AND STATE/PURCHASING COOPERATIVE DISCOUNT COMPARISON FORM**

The Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with prices/discounts you offer federal and state entities and other interlocal purchasing cooperatives (collectively referred to as "purchasing cooperative" in this form). Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$\_\_\_\_\_. (The period of the 12 month period is \_\_\_\_/\_\_\_\_). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. Based on your written discounting policies are the discounts you offer the Cooperative equal to or better than the best price you offer other purchasing cooperatives acquiring the same items regardless of quantity or terms and conditions?

YES  NO

3. Based on your written discounting policies, provide the information requested below for other purchasing cooperatives, either in the chart below or in an equivalent format. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	DISCOUNT (%)	QUANTITY/VOLUME	FOB TERM
1. Federal General Services Adm.			
2. T-PASS			
3. U.S. Communities Purchasing Alliance			
4. The Cooperative Purchasing Network			
5. Houston-Galveston Area Council			
6. Other			

**MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

**CURRENT BUYBOARD VENDORS**

If you are a current BuyBoard vendor, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

**Current Discount (%):** \_\_\_\_\_ **Proposed Discount (%):** \_\_\_\_\_

**Explanation:** \_\_\_\_\_  
 \_\_\_\_\_

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

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

\_\_\_\_\_  
 Signature of Authorized Company Official  
**FORM L**

\_\_\_\_\_  
 Printed Name



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## REFERENCES AND PRICE/DISCOUNT INFORMATION

**PART I:** For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

<u>Entity Name</u>	<u>Contact</u>	<u>Phone#</u>	<u>Discount</u>	<u>Quantity/ Volume</u>	<u>FOB Term</u>
1. _____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____	_____

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES**  **NO**  If YES, please explain: \_\_\_\_\_

**PART II:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: How you will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)* Attach additional pages if necessary.

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

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

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Printed Name



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## **FORMS CHECKLIST**

(Please check (✓) the following)

- Completed: **Proposer's Agreement and Signature** (Form A)
- Completed: **Vendor Purchase Order, Request for Quotes, and Invoice Receipt Options** (Form B)
- Completed: **Felony Conviction Disclosure and Debarment Certification** (Form C)
- Completed: **Resident/Nonresident Certification** (Form D)
- Completed: **Historically Underutilized Business (HUB) Certification** (Form E)
- Completed: **Affirmation Regarding Construction Related Goods and Services** (Form F)
- Completed: **Deviation/Compliance Signature Form** (Form G)
- Completed: **Dealership Listings** (Form H)
- Completed: **Texas Regional Service Designation** (Form I)
- Completed: **State Service Designation** (Form J)
- Completed: **National Purchasing Cooperative Vendor Award Agreement** (Form K)
- Completed: **Federal and State/Purchasing Cooperative Discount Comparison Form** (Form L)
- Completed: **References and Price Discount Information** (Form M)
- Completed: **Forms Checklist** (Form N)
- Completed: **Proposal Specifications with Catalogs/Pricelists**  
*\*Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*



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## **INSTRUCTIONS TO PROPOSERS**

The Local Government Purchasing Cooperative (Cooperative), 12007 Research Blvd., Austin, Texas 78759 is a statewide purchasing cooperative for school districts, junior colleges, cities, counties, and other political subdivisions. The Cooperative was formed by the Texas Association of School Boards, Inc. (TASB), a non-profit corporation of the State of Texas, 12007 Research Blvd., Austin, Texas 78759, and includes the Texas Municipal League (TML), a Texas unincorporated not-for-profit association, 1821 Rutherford Lane, Austin, Texas 78754 and the Texas Association of Counties (TAC), a Texas not-for-profit association, 1204 San Antonio, Austin, Texas 78701 as sponsors.

The Cooperative's contracts for commodities and services will be available to the members of TASB, TML, and TAC, and other local governmental entities that are members of the Cooperative eligible to purchase through a government purchasing cooperative or interlocal contract. TASB, the Cooperative's administrator, provides the electronic commerce technology to the Cooperative to enable members' purchasing to be accomplished electronically.

**Only questions received in writing will receive a response; therefore, questions regarding this Proposal Invitation shall be addressed to:**

The Local Government Purchasing Cooperative  
Attn: Procurement Director or Bid Administrator  
12007 Research Blvd.  
Austin, TX 78759  
Phone: 512-467-0222, ext. 7154  
Fax: 800-211-5454  
E-Mail: arturo.salinas@tasb.org or melonie.perry@tasb.org

Sealed proposals are being solicited for the merchandise, supplies, services and/or equipment as set forth in this Proposal Invitation.

Completed sealed proposal documents for **Proposal No. 447-14 for GROUNDS MAINTENANCE EQUIPMENT AND IRRIGATION PARTS, SUPPLIES, AND INSTALLATION** must be received by the deadline specified and mailed or delivered to The Local Government Purchasing Cooperative, 12007 Research Blvd., Austin, TX 78759 **on or before 2:00 PM February 25, 2014**. **Late proposals will not be accepted** and will be returned to the vendor unopened. Proposals must be submitted in a sealed envelope marked properly with the Proposal Invitation Number, Product Category, and Opening Date and Time. Faxed and/or e-mail proposal responses are not acceptable.

Proposals may be withdrawn prior to the opening date and time, but only in accordance with section B.11 (Withdrawal or Modification of Proposal) of the General Terms and Conditions set out hereinafter in this Proposal Invitation.



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## **GENERAL TERMS AND CONDITIONS**

### **A. General Provisions**

#### **1. Statement of Inclusion/Applicability**

These General Terms and Conditions ("Terms and Conditions") apply to this Proposal Invitation and the proposing company's response to this Proposal Invitation, and are an integral part of any contract which is awarded or purchase order which is issued in association with this Proposal Invitation.

#### **2. Organization and Section Titles**

The provisions of these Terms and Conditions are generally organized according to the stages of the procurement process: proposal, evaluation, award and performance. This organization of and the section titles used in these Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in these Terms and Conditions does not constitute an order of preference or importance.

#### **3. Definitions**

As used in this Proposal Invitation and associated documentation, the following terms have the meanings set out below unless the context requires otherwise, regardless of whether initial capitalization is consistently used. Words used in the singular include the plural, and words used in the plural include the singular. To the extent terms are defined or used differently in different Proposal Invitation documents, substance prevails over form:

**"BuyBoard®"** means the internet-based electronic commerce technology provided by the Cooperative's administrator, the Texas Association of School Boards, Inc. (TASB), to enable Cooperative members to purchase awarded goods and services electronically.

**"BuyBoard Administrator"** means the individual identified in this Proposal Invitation as the BuyBoard Administrator.

**"Contract"** means the contract between the Cooperative and the successful proposer (vendor), which gives vendor the opportunity to serve Cooperative members based on the Cooperative's acceptance of all or part of the proposer's proposal, and is comprised collectively of the following:

- a) This Proposal Invitation;
- b) Proposer's proposal;
- c) Notice of Award issued to Proposer by the Cooperative; and
- d) Purchase order between a Cooperative member and Proposer, and any additional terms, conditions, or instructions agreed to by Proposer, that are consistent with these Terms and Conditions.

**"Cooperative"** means, collectively, The Local Government Purchasing Cooperative (which may also be referred to as "Texas Cooperative" herein) and its administrator, TASB, unless a distinction is made otherwise.



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**"Cooperative member"** or "member" means a local governmental entity (e.g., school district, city or county) or other governmental entity that is a member of the Cooperative and is eligible to purchase through a governmental purchasing cooperative or interlocal contract.

**"Proposal Invitation"** means this Proposal Invitation Notice and all associated documentation, including without limitation, instructions, exhibits or attachments, forms, agreements, certifications, item specifications, addenda, supplements and/or clarifications, statements of work and these Terms and Conditions and any amendments hereto.

**"Proposal"** means Proposer's complete and correct response to this Proposal Invitation, including all information, forms, agreements, certifications and other documentation required by this Proposal Invitation, properly signed by Proposer's duly authorized representative.

**"Proposer"** or **"Vendor"** means the company or firm that submits a Proposal or, depending on the context, the proposing company to which the Cooperative awards a contract under this Proposal Invitation. (For purposes of the forms associated with this Proposal Invitation, "you", "your", "I" or "my" refer to Proposer or Vendor, as applicable.)

**"Purchase Order"** means a Cooperative member's fiscal form or format which is used in making a purchase.

## **B. Proposal Requirements**

### **1. Specifications**

Unless otherwise specified, the specifications are intended to be non-proprietary, and should be construed as such. Catalog numbers, brand names, or manufacturer product or reference numbers used in the item specifications in this Proposal Invitation are intended to be descriptive, not restrictive. These references, as well as "approved brands and/or models" listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

In some cases, however, the Cooperative may find it advantageous in order to provide best value to Cooperative members to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these limited cases, preference will be given to the specific products identified as "approved brands and/or models," especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or models are identified, Proposer is encouraged to propose the exact item specified, in addition to an alternate brand or model where desired.

In all cases, proposals must identify the manufacturer, brand, model, etc., of the item being offered. For proposals on "equal/equivalent" items other than the specified "approved brand and/or model," Proposer must supply a complete description and sufficient data for the Cooperative to properly analyze the product being proposed. The Cooperative may request samples for items other than "approved brands and/or models."



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If the specification identifies a specific brand or model for any item and Proposer fails to identify the manufacturer, brand, model, etc., for that item, **the Cooperative will assume Proposer is proposing on the exact brand and model identified in the specification, and if awarded a contract, Vendor must furnish the exact brand name, model, etc., as specified. Substitutions will not be allowed after the contract is awarded,** except as provided for in section E.7 (Substitutions) of these Terms and Conditions.

The apparent silence of the specifications as to any detail, or the apparent omission from any specification of a detailed description concerning any point, will be interpreted to mean that only the best commercial practices will prevail, and the specification will be construed accordingly.

NOTE: If Proposer discovers or suspects an error in any item specification in this Proposal Invitation, including that the specification is proprietary where not intended, Proposer must notify the BuyBoard Administrator of the error in writing immediately, but in no event later than the 10<sup>th</sup> business day before the proposal close (due) date.

## 2. Pricing

A "Line Item" Proposal must be for a specific price for the unit of measure specified for that item. Proposer is responsible for clearly noting any differences in proposed packaging and/or units of measure as a deviation in accordance with section B.4 (Deviation from Item Specifications or General Terms and Conditions) of these Terms and Conditions.

If this Proposal Invitation requires "discount from catalog" pricing, Proposer must quote a single discount percentage to be applied to all items in Proposer's published catalog. Proposer must submit the catalog or published pricelist with the Proposal, and is encouraged to submit the data in electronic format.

Proposer's pricing must be "equal to or better" than pricing Proposer offers other similar customers. Pricing that is not considered equal or better could result in the Proposal being determined non-competitive and not considered for award.

Unless specified otherwise in this Proposal Invitation:

- a) A "Cost Plus" Proposal will not be accepted;
- b) Proposer will not include freight, transportation and delivery charges or costs or sales tax in Proposal pricing (freight, transportation and delivery charges are to be pre-paid by the awarded Vendor and, subject to section E.4 (Packaging, Transportation, and Delivery) of these Terms and Conditions, included as a separate item on the invoice to the ordering Cooperative member);
- c) Proposal pricing must include the service fee due pursuant to section E.11 (Service Fee) of these Terms and Conditions; and
- d) Proposal pricing must be firm for acceptance and the Cooperative's period for acceptance will be at least 120 calendar days from the proposal close (due) date.

## 3. Quality

Unless otherwise indicated in this Proposal Invitation, proposed products must be new and in first class condition, and must be warranted in the same manner and to the same extent as normally provided to other customers of Proposer. Additionally, proposed products must conform to the highest standards of manufacturing practice, including containers suitable for shipment and storage. Unless otherwise specified, "factory seconds," "refurbished", or otherwise inferior items are not acceptable.





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#### **4. Deviations from Item Specifications or General Terms and Conditions**

Proposer must clearly note and explain in detail any and all limitations, exceptions, qualifications, special conditions, or deviations from these Terms and Conditions or any of the item specifications in the Proposal at the time the Proposal is submitted. The submission of any such limitation, exception, qualification, special condition, or deviation may place Proposer at a competitive disadvantage or otherwise prevent the Cooperative from considering the Proposal on the affected item(s).

If no limitation, exception, qualification, special condition, or deviation is submitted in writing with the Proposal, the Cooperative will hold Proposer accountable to the Cooperative and Cooperative members to perform in strict accordance with these Terms and Conditions and the item specifications as written.

#### **5. Addenda**

Any interpretation, correction or change to this Proposal Invitation will be made by addendum, and updated information contained in an addendum will prevail over the information contained in the original Proposal Invitation or a previous addendum. The Cooperative is the sole authority for the issuance of any addendum, and any communication related to this Proposal Invitation that is not from the Cooperative is invalid. Although the Cooperative may provide electronic notification when an addendum has been issued and the changes will be flagged, it is Proposer's responsibility to monitor the BuyBoard vendor website for possible addenda and incorporate any posted addendum into the Proposal. Proposer must acknowledge each addendum in accordance with the instructions accompanying the addendum.

#### **6. Samples**

The Cooperative may request a product sample. Proposer must furnish the requested sample at no cost to the Cooperative, and, unless otherwise specified, the Cooperative must receive the sample within 72 hours of the request. The submitted sample must be labeled with the Proposal Invitation Name and Number, Item Number, Product Identification Number, and Proposer's name. Proposer's failure to submit a sample when requested will result in the product in question not being considered for award to Proposer.

The Cooperative will retain samples for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing, the Cooperative will return samples to Proposer at Proposer's expense, provided that Proposer has included a written return request with the submitted samples. Notwithstanding the foregoing, the Cooperative may permanently retain samples submitted by awarded Proposers for the purpose of determining that the quality and workmanship of awarded products delivered to Cooperative members is comparable to the samples. The Cooperative is not liable for samples that are damaged, destroyed or consumed during examination or testing.

#### **7. Proposal on All or Certain Items**

Unless otherwise specified, Proposer may propose on any or all items. Proposer should answer all questions related to each item on which Proposer wishes to propose, and either leave the questions for other items unanswered (blank) or indicate "No Bid." The Cooperative will consider items individually and make awards on each item independently, except for "related" items for which "compatibility" will be an element of consideration. In such cases, small groups of items will be considered as a unit.



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## 8. "All or Nothing" Awards

Unless otherwise indicated in this Proposal Invitation, "all or nothing" Proposals are **not** acceptable and will be rejected. Proposer must be willing to accept a partial award for any combination of the items or services proposed, and must be willing to share the business with any other successful Proposers.

## 9. Confidential Information

**Proposer must clearly mark information in the Proposal that Proposer considers proprietary or confidential by manually marking the information on each proposal page. The Cooperative will treat such information as confidential to the extent allowable under the Texas Public Information Act (Chapter 552 of the Texas Government Code.) If Proposer fails to properly mark the information, the Cooperative and proposer may be unable to seek protection of such information from public disclosure should a third party request access to the information under the Texas Public Information Act or similar disclosure laws. Proposer will be notified of any third party request for information that Proposer has marked proprietary or confidential.**

## 10. Certain Professional Services Excluded

Neither this Proposal Invitation nor any contract includes services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

## 11. Withdrawal or Modification of Proposal

Proposer may withdraw a submitted Proposal **prior to the proposal close (due) date and time** specified in this Proposal Invitation. A Proposal may be withdrawn only in strict accordance with this section.

**Withdrawal of Proposals:** Proposer must submit a written request to the Cooperative for authorization to withdraw a Proposal. The request, which must apply to the submitted Proposal in its entirety, must be manually signed in ink by an individual duly authorized to enter into contracts on Proposer's behalf, and indicate the individual's title. The Proposal may not be withdrawn after the specified close (due) date and time, and will not be considered for withdrawal if not submitted in accordance with the packaging and labeling instructions applicable to Proposal submissions.

If the BuyBoard Administrator has any question or doubt regarding Proposer's identity or the identity of its Proposal, withdrawal will not be allowed. If the Cooperative decides to allow the withdrawal, Proposer's duly authorized representative will be required to complete and sign a written receipt satisfactory to the BuyBoard Administrator before the proposal will be released. The decision of the BuyBoard Administrator relating to matters concerning withdrawal of a Proposal is final.

Proposer may resubmit the released Proposal, or submit a new Proposal, up until the close (due) date and time, provided any new submission meets the requirements of this Proposal Invitation. If Proposer resubmits a Proposal that was withdrawn and makes any change to any document in the proposal package, the change must be made in accordance with the Cooperative's instructions for Proposal submissions, and Proposer will be deemed to have authorized such change.

**Proposals that are in the Cooperative's possession at the time proposals are due shall be deemed final, conclusive, and irrevocable; and no Proposal will be subject to withdrawal, amendment, or correction after the close (due) date and time specified in this Proposal Invitation.**



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## **12. Certifications**

Form A, which is fundamental to and incorporated into this Proposal Invitation, requires Proposer to certify to certain matters. Pursuant to and in accordance with such Form A, and in addition to the matters set forth therein, Proposer certifies to the following with respect to this Proposal Invitation, the Proposal, and any Contract awarded under this Proposal Invitation.

### **(a) Non-Collusion Certification**

Proposer agrees and certifies to the following, and understands that the penalty for violating this non-collusion certification will be the immediate disqualification of Proposer's Proposal:

- 1) Neither Proposer nor any business entity represented by Proposer has received compensation for participation in the preparation of the item specifications or these Terms and Conditions related to this Proposal Invitation;
- 2) The proposal has been arrived at independently and is submitted without collusion with any other Proposer, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any Proposer an unfair advantage over any other Proposer with respect to the Proposal;
- 3) Proposer has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the Cooperative or any of its members in connection with any information or submission related to the Proposal, any recommendation, decision, vote, or award related to the Proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to the Proposal;
- 4) Neither Proposer, nor any business entity represented by Proposer, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to the Proposal, and the Proposal has not been knowingly disclosed, and will not be knowingly disclosed, to any other Proposer, competitor, or potential competitor prior to the opening of Proposals; and
- 5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a Proposal.

### **(b) Certification Regarding Legal, Ethical, and Other Matters**

Proposer agrees and certifies to the following:

- 1) Proposer has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with the Proposal;
- 2) Proposer has a high degree of integrity and business ethics, and a satisfactory record of performance;
- 3) Proposer is an authorized dealer, distributor, or manufacturer for the products or services offered in the Proposal;
- 4) Proposer has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from submitting its Proposal and Proposer would in no other way whatsoever be disqualified to propose or receive any award or Contract related to this Proposal Invitation, and Proposer will comply with any reasonable request from the Cooperative to supply information sufficient to substantiate the foregoing representations;
- 5) Proposer has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under this Contract;



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- 6) The prices, prompt payment discount terms, delivery terms, distribution allowances and the quality and/or performance (including warranties) of the product or services offered in the Proposal are and will remain the same or better than those offered Proposer's most favored customer under equivalent circumstances;
- 7) The Proposal complies with all federal, state, and local laws concerning these types of products or services, and Proposer will continue to comply with any applicable federal, state, and local laws related to Proposer's activities in connection with the Contract;
- 8) Proposer will comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Government Code;
- 9) Proposer will maintain, at Proposer's expense, any insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Proposer or its employees or its agents of any service under the Contract; however, the existence of such insurance does not relieve Proposer of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law; and
- 10) Any false statement contained in the Proposal is a material breach of contract which will void the Proposal or any resulting Contract, and subject Proposer to removal from all proposal lists, and possible criminal prosecution.

### **13. Proposal Signatures**

Proposer must sign its Proposal in strict accordance with the Cooperative's instructions, including having an officer duly authorized by Proposer execute the Proposal. By signing, the signatory warrants that he or she has read and agrees to the terms of the Proposal and is authorized to execute same as a legally binding act of Proposer.

### **14. No Reimbursement**

**The Cooperative will not reimburse or pay Proposer for any expenses Proposer incurs in preparing its Proposal or providing additional information required in connection with the Proposal.**

## **C. Proposal Evaluation**

### **1. General**

A Proposal submitted in accordance with this Proposal Invitation will initially be considered for award; however, initial consideration of a Proposal will not constitute an assessment of its meeting the necessary qualifications, and a Proposal may be disqualified at any time during the evaluation process for failure to meet any other terms or conditions contained anywhere else in this Proposal Invitation.

### **2. Best Value Criteria**

The Cooperative evaluates Proposals on the basis of best value to Cooperative members. In evaluating Proposals and determining best value for all Cooperative members, the Cooperative will consider the following criteria:

- a) Purchase price;
- b) Reputation of Vendor and of Vendor's goods or services;
- c) Quality of Vendor's goods or services;
- d) Extent to which the goods or services meet the needs of Cooperative members;
- e) Vendor's past performance or relationship with Cooperative members;



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- f) Total long-term cost to Cooperative members to acquire Vendor's goods and or services; and
- g) Any other relevant factor listed in this Proposal Invitation that a public entity may consider in selecting a Vendor, which may include, but is not limited to, any of the following:
  - 1) Vendor's principal place of business;
  - 2) Warranties offered, Vendor's warranty service history, and the probability of continuous availability of the goods and/or services offered; and
  - 3) Packaging of the product (in some cases preference is given to a Vendor who provides all the components relative to the complete package).

This Proposal Invitation requires Proposers to provide certain information that is relevant to federal, state or local procurement law or other legal requirements for various Cooperative members. This information will be made available to Cooperative members with respect to awarded Vendors, with such information including the following:

- a) Vendor's status as a minority/woman-owned business enterprise, historically underutilized business, or service-disabled veteran;
- b) Whether Vendor or Vendor's ultimate parent or majority owner has its principal place of business in Texas or employs at least 500 persons in Texas; and
- c) Whether Vendor is a Texas resident or a non-resident business.

The Cooperative authorizes competitive and indefinite quantity awards to Vendors that give the same or better discounts/pricing than they give their best governmental clients. Each Proposal is evaluated on its own merit and determined to be fair and reasonable by comparing the price/discounts that Vendor offers other governmental clients.

If this Proposal Invitation requires discount pricing, discount practices are examined and evaluated based on historical data, sales information and other market research techniques.

The Cooperative may award Contracts to multiple Vendors supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single Vendor. The Cooperative's decision to make multiple awards or a single award will be based upon the Cooperative's determination regarding the type of award that provides best value to all Cooperative members.

### **3. Cooperative Board Decision**

The Cooperative reserves the right to waive any or all irregularities, formalities, or other technicalities and to be the sole and independent judge of quality and suitability of any products or services offered. The Cooperative may accept or reject a Proposal in its entirety, or may reject any part of a Proposal without affecting the remainder of that proposal, and may award the individual items in this Proposal Invitation in any combination or in any way that provides best value to Cooperative members based on the criteria set out in section C.2 (Best Value Criteria) of these Terms and Conditions.

The Cooperative may use all means at the collective disposal of the Cooperative and Cooperative members to evaluate Proposals. The final decision as to the best overall offer, both as to price and to suitability of the proposed products or services to meet the needs of and provide best value to Cooperative members, rests solely with the Cooperative's Board of Trustees.



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The Board's decision may be protested only in accordance with the Board's protest procedure policy, COOP-851, which is available from the BuyBoard Administrator upon request. Pursuant to COOP-851, a protest challenging the terms, conditions or form of notice of this Proposal Invitation and accompanying documentation must be received by the Cooperative no later than the fifth (5<sup>th</sup>) business day before the Proposal close (due) date, and a protest challenging an award decision no later than the fifth (5<sup>th</sup>) business day after the award is posted on the BuyBoard vendor website.

#### **D. Contract Award**

##### **1. Notice of Award and Related Matters**

A Proposal is an offer by Proposer to contract with the Cooperative and Cooperative members in accordance with this Proposal Invitation, including without limitation the item specifications, and these Terms and Conditions. A Proposal does not become a Contract unless and until the Proposal is accepted by the Cooperative through the issuance of a written Notice of Award to the successful Proposer, whereupon the Contract becomes binding and enforceable. The Contract is then utilized by a Cooperative member by the member issuing a signed purchase order for the awarded products or services. Vendor must honor all purchase orders issued by Cooperative members during the Contract term in accordance with these Terms and Conditions.

Cooperative members do not have the authority to modify these Terms and Conditions. However, a Cooperative member may add terms to a purchase order that are consistent with these Terms and Conditions and are acceptable to Vendor.

As provided for in detail in section E.10 (The BuyBoard) of these Terms and Conditions, all purchase orders must be processed through the BuyBoard. All deliveries and financial transactions related to the purchase order will occur directly between Vendor and the ordering Cooperative member.

The Cooperative may maintain Vendor's contract documents in electronic format for the duration of the Contract term.

A Cooperative member may require a performance and/or payment bond from Vendor as may be required by law or deemed necessary or appropriate. Additionally, a Cooperative member may require Vendor to carry and provide proof of such insurance as may be required by state or local law or policy.

Individual Cooperative members may in certain circumstances require background checks on Vendor employees who will have direct contact with students or staff, or for other reasons, and may require Vendor to pay the cost of obtaining criminal history record information.

An awarded Proposal will not be active on the BuyBoard until Vendor submits price sheets or catalogs to the Cooperative in proper format for posting to the BuyBoard website. If the award is based on "discount from catalog" pricing or industry or other "benchmark" pricing and Vendor did not submit a complete, updated electronic catalog and/or price list with the Proposal, Vendor must submit such electronic data for all awarded items within sixty (60) business days after the date of the Notice of Award. If the electronic data is not timely submitted, the Cooperative may inactivate Vendor's award from the BuyBoard pending receipt. Vendor may submit subsequent changes to the Proposal price list, to the extent changes are permitted by these Terms and Conditions, when they become available.



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## **2. Piggyback Contract and Other Entity Clause**

**It is the Cooperative's intent that other governmental and entities throughout the United States, as well as administrator's nonprofit entity BuyBoard subscribers, have the opportunity to purchase the goods or services awarded under the Contract at the same pricing and according to these Terms and Conditions, subject to applicable state law, through a piggy-back award or similar agreement. To the extent applicable, Vendor must offer and sell the awarded goods and services to such other organizations and entities in accordance with Vendor's Proposal, including without limitation the State Service Designation Form (Form I) and the National Purchasing Cooperative Vendor Award Agreement (Form J). If during the Contract term Vendor wishes to serve one or more states in addition to the state(s) listed in its Proposal, Vendor must execute a new Form I.**

### **E. Contract Performance**

#### **1. Contract Term**

The term of the Contract is for the initial term stated in this Proposal Invitation, which term begins on the date of the Notice of Award. Unless otherwise stated in this Proposal Invitation, the Contract may be renewed for two (2) additional one (1)-year terms as provided for in this section E.1. A reference to "Contract term" in these Terms and Condition means the initial term and any renewal term.

Vendor has no right to or vested interest in a Contract renewal. The Cooperative will evaluate the Contract award prior to the expiration of the then current Contract term (initial or renewal), and reserves the right to not renew the Contract based on factors that may include, but are not limited to, the annual amount of business, performance, and continued provision of best value to Cooperative members. With respect to annual amount of business, Vendor must generate the minimum amount specified in the General Information associated with this Proposal Invitation through the Contract during both the initial and the first renewal term or may not be offered a second renewal term. A renewal must be agreed to by the Cooperative and Vendor.

In the event the Contract term will expire before the Cooperative awards a successor contract for the categories of awarded products or services, the Contract may be extended beyond the expiration date on a month to month basis upon the agreement of the Cooperative and Vendor, provided that the awarded pricing does not increase during such extension.

#### **2. Conformity to Item Specifications and Contract Award**

Vendor warrants that the products or services Vendor provides under the Contract conform to the item specifications and other requirements of this Proposal Invitation (except to the extent and as specifically noted as deviations in Vendor's Proposal), and are free from all defects in material, workmanship and title. If Vendor deviates from an item specification, including delivering a product other than the specific brand and model of the product awarded, the ordering Cooperative member may reject the product when delivered and terminate the purchase order, at no cost or penalty to the member. Vendor further warrants that all products provided under the Contract meet applicable OSHA standards and regulations, and that any electrical items bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories.

If awarded products are chemicals or other products that customarily require Material Safety Data Sheets (MSDS), Vendor must include the MSDS with the first shipment of the product to a Cooperative member during the Contract term. Vendor must provide additional MSDSs to Cooperative members upon request, promptly and at no additional cost.



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### **3. Awarded Pricing**

Except as provided in this section E.3 or otherwise in this Proposal Invitation, Vendor shall hold its awarded pricing firm during the Contract term.

Vendor may submit manufacturer price increases that occur during the Contract term to the Cooperative, with such supporting manufacturer documentation as the Cooperative may require. The Cooperative will determine whether Vendor may pass any or all of an increase on to Cooperative members and notify Vendor of its determination in writing. The Cooperative reserves the right to accept or reject any or all of the requested price recalculation as it deems to be in the best interest of and to provide best value to Cooperative members.

In the event Vendor decreases the price of awarded products or services for any or all of its other customers in similar market circumstances below the Contract price, Vendor must offer such decreased pricing to Cooperative members.

During the Contract term, Cooperative members may negotiate with Vendor, through the BuyBoard request for quotes (RFQ) function or otherwise, to obtain lower prices for awarded products or services based on volume or other factors.

Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.11 (Service Fee) of these Terms and Conditions is included in the awarded pricing.

### **4. Packaging, Transportation, and Delivery**

Unless otherwise provided for in this Proposal Invitation, all products must be packaged in containers that are new, appropriately designed for the product, and sturdy enough to protect the product during loading, transit, unloading, and storage, and be suitably packed to secure the lowest transportation costs. Products for which palletizing is appropriate must be delivered on standard 48" 4-way pallets in good, serviceable condition.

Vendor is responsible for paying all freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member, and for the risk of loss until the product is delivered to and accepted by the Cooperative member. Freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member are to be prepaid by Vendor. Vendor may collect the actual amount of such charges after delivery and acceptance, provided that the charges (a) were disclosed to the Cooperative member, if requested, and in all instances in which the charges exceed ten percent (10%) of the total cost of the order, prior to shipment; (b) are itemized and shown separately on the member's invoice; and (c) are supported by appropriate documentation submitted with the invoice.

Except for items that have hidden defects or that do not meet specifications, title and risk of loss to products pass to a Cooperative member upon the member's actual receipt and acceptance of the product at the point and time of delivery.

Unless otherwise noted in the proposal (as a deviation) or the purchase order, Vendor must deliver or provide awarded products or services within ten (10) business days after receipt of a Cooperative member's purchase order. Vendor must immediately notify the Cooperative member's primary contact of any anticipated or actual delay and document the notice in writing, and the member may extend the delivery time or cancel the order if the delay is unacceptable. If the Cooperative member has not received notice of the delay as required by this section, the member may, at its discretion, return to Vendor any items received after the due date, at Vendor's expense and without liability or penalty to the member.





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When the needs of a Cooperative member require immediate response, the right to pick up products on an "over the counter" basis must be available for the majority of the awarded products. In these circumstances, the Cooperative member's personnel may pick up the products at Vendor's warehouse location. Additionally, a Cooperative member may request emergency delivery, and Vendor must use its best efforts to comply with rush or emergency requests. If Vendor cannot fulfill the emergency delivery requirement, the member may procure the products or services from alternative sources without penalty. Time is of the essence in Vendor's performance of the Contract.

#### **5. Packing Lists, Invoices and Payments**

Packing lists or other suitable shipping documents must accompany each shipment and state: (a) Vendor's name and address; (b) Cooperative member's name and address or delivery location; (c) Cooperative member's purchase order number; (d) descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, and total number of containers; and (e) copies of all product warranties for the item(s) delivered.

Vendor must submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices must (a) contain the information stated above; (b) separately itemize any transportation and delivery charges, and include associated documentation; (c) include a properly signed copy of the delivery receipt; and (d) be mailed directly to the ordering Cooperative member. Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.11 (Service Fee) of these Terms and Conditions is included in the awarded pricing and must not be separately itemized in the invoice.

Payment is due after a Cooperative member's receipt and acceptance of ordered products or services and the documentation identified above, including a complete and correct invoice, in accordance with the Prompt Payment Act (Chapter 2251 of the Texas Government Code.) A Cooperative member is not responsible for products delivered or invoiced without a valid purchase order number.

**A Cooperative member's obligation to Vendor is payable only and solely from funds available for the purpose of the purchase. Lack of funds will render a member's purchase order null and void to the extent funds are not available and any delivered but unpaid product will be returned to Vendor. Neither the Cooperative nor TASB is liable or responsible for any payment owed Vendor by a Cooperative member under the Contract.**

#### **6. Product Inspection, Testing, and Defective Items**

Products supplied under the Contract must be delivered in the best possible condition, be covered by the product warranties provided by Vendor and/or the product manufacturer to other customers, and are subject to inspection, testing, and approval by the Cooperative or a Cooperative member. Tests may be performed on samples taken from any regular shipment of the product. In the event a tested product fails to meet or exceed all requirements of the item specifications or these Terms and Conditions, Vendor must pay the cost of the samples and the testing. Upon receipt of notification from the Cooperative or Cooperative member, Vendor must pick up and replace the defective product within five (5) business days or on the next service date, whichever is sooner, without charge for the replacement or delivery. Additionally, the Cooperative or member may dispose of defective products that are not picked up and replaced by Vendor, without cost. Products damaged in shipment are considered defective for purposes of the foregoing.

Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance of such products.



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The Cooperative must have access to Vendor's place of business during normal business hours for the purpose of inspecting any awarded product.

## 7. Substitutions

Except as provided in this section E.7, the Cooperative will not accept substitutions to any product(s) after a Notice of Award has been issued. If an awarded product is discontinued by the manufacturer and the same manufacturer offers an equivalent replacement product, Vendor may substitute the replacement product for the awarded product, provided that Vendor submits supporting documentation to the Cooperative and receives the Cooperative's written authorization for the requested substitution in advance.

## 8. Product Guarantees and Warranties

Vendor must not limit or exclude any implied warranties and shall extend such warranties on the awarded product as are normally provided to other customers of Vendor. Additionally, a minimum of a ninety (90)-day product guaranty or the manufacturer's standard commercial warranty, whichever is greater, will apply to all awarded products. At a minimum, all product warranties must provide for replacement of defective merchandise, parts, and labor, and include pick-up of the defective merchandise from the location specified by the Cooperative member and delivery of the replacement(s) to the same location. The warranty period is effective from the date the Cooperative member accepts the product.

## 9. Multiple Distribution Centers and Single Point of Contact

If Vendor delivers products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan **must** carry or have timely access to all awarded items and **must** be able to respond to orders in a timely manner. Unless otherwise specified in this Proposal Invitation, product substitutions are not allowed, and the involvement of multiple distribution centers does not alter the restriction against product substitution.

The Cooperative and Cooperative members will have **one Vendor contact person** for overall contract management relative to the Contract or purchase order, even if Vendor uses multiple distribution centers, and the Cooperative and its members **will not** be required to deal with multiple Vendor contacts for overall contract management.

## 10. The BuyBoard

The awarded Contract will be posted on the BuyBoard website as an online electronic catalog(s). A Cooperative member that wishes to procure goods or services under the Contract will initiate a purchase order through the BuyBoard, which will be transmitted to Vendor. All purchase orders generated by or under the contract must be processed through the BuyBoard. **Except as expressly authorized in writing by the BuyBoard Administrator, Vendor is not authorized to process a purchase order received directly from a Cooperative member.**

Vendor must maintain the computer and telephone hardware necessary to provide for the electronic receipt of purchase orders, and pay such costs and fees as may be imposed by a supplier or service provider for the software, equipment and service required to use the BuyBoard.



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### **11. Service Fee**

Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is included in the awarded pricing. Vendor must remit the service fee to the Cooperative in Austin, Texas, promptly upon receipt of each service fee invoice. Vendor agrees to provide the Cooperative with copies of all purchase orders generated by or under the Contract that are received directly from Cooperative members, or such other documentation regarding those purchase orders as the BuyBoard Administrator may require, for the purpose of allowing the Cooperative to bill and collect the service fee, and for compiling required purchasing history. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify the accuracy of service fees payable from Vendor.

### **12. Disclaimer of Warranty and Limitation of Liability**

THE COOPERATIVE AND TASB (BOTH D/B/A BUYBOARD) DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO THE AVAILABILITY, ACCURACY, CONTENT OR ANY OTHER ASPECT OF ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THE CONTRACT AWARD, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

WITH RESPECT TO ANY AND ALL CAUSES OF ACTION ARISING UNDER OR RELATED TO THE CONTRACT, NEITHER THE COOPERATIVE NOR TASB, NOR THEIR RESPECTIVE OFFICERS, BOARD MEMBERS, EMPLOYEES OR AGENTS, IS LIABLE TO VENDOR UNDER ANY CIRCUMSTANCES FOR LOST REVENUE, DATA OR PROFITS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF THE COOPERATIVE AND/OR TASB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY PROVIDED BY LAW, IN NO EVENT WILL THE COOPERATIVE AND/OR TASB'S TOTAL JOINT LIABILITY TO VENDOR EXCEED THE AMOUNT OF THE SERVICE FEE PAID BY VENDOR DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Neither the Cooperative nor TASB is in any way liable to Vendor for a Cooperative member's performance or nonperformance of the member's obligations under the Contract or purchase order.

### **13. Sales Tax**

Cooperative members are governmental entities which are generally exempt by law from the payment of state sales tax and federal excise tax. Vendor may request a Cooperative member to provide a Tax Exemption Certificate, or the member may establish its tax exempt status by including tax exemption information or tax exemption certificate with the purchase order as authorized under law. Vendor is responsible for collecting such taxes, if any, as may be due from a Cooperative member and remitting payment to the appropriate taxing authority.

### **14. Use of Logo and Trade Name**

The BuyBoard trade name and logo are proprietary to TASB and have been specifically licensed by TASB to the Cooperative. Vendor may not use, display, or otherwise distribute the BuyBoard logo or trade name except in strict accordance with the Cooperative's written guidelines posted on the BuyBoard website.



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## **15. Indemnification**

Vendor agrees to defend, indemnify, and hold harmless the Cooperative, TASB and Cooperative members, and their officers, board members, agents and employees, from and against all claims, actions, suits, demands, proceeding, costs, damages and liabilities, including court costs and attorney's fees, arising out of or resulting from any acts or omissions of Vendor or its agents, employees, suppliers or contractors or subcontractors in the execution of or performance under the Contract or a purchase order, as applicable.

## **16. Intellectual Property Infringement**

**Without limiting the scope of section E.15 (Indemnification) of these Terms and Condition, if any claim is asserted, or action or proceeding brought against the Cooperative or a Cooperative member that alleges that all or any part of the products supplied by Vendor, in the form supplied or modified by Vendor, or its subcontractors pursuant to Vendor's sole directions, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Cooperative, upon its awareness, shall give Vendor prompt written notice thereof. Vendor shall defend, and hold the Cooperative and the Cooperative member harmless, against any such claim or action and shall indemnify the Cooperative and Cooperative member against any liability, damages and costs resulting from such claim.**

**In addition, if, in any such suit arising from such claim, the continued use of the product for the purpose intended is enjoined by any court of competent jurisdiction, Vendor shall, at its expense and option, either (a) procure for the Cooperative member the right to continue using the product; (b) modify the product so that it becomes non-infringing; (c) replace the product or portions thereof so that it becomes non-infringing; or (d) allow the Cooperative member to return the product and refund the purchase price (less reasonable depreciation for use.)**

## **17. Remedies for Default and Termination of Contract**

Except as otherwise provided for in these Terms and Conditions, either party may terminate the Contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under the Contract through no fault of the terminating party; provided, however, that the defaulting party is given at least ten (10) business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and a ten (10) business day opportunity to remedy the default to the satisfaction of the terminating party (or, in the event of default based on Vendor's failure to timely remit the service fee due the Cooperative, such longer cure period as may be established by Cooperative policy.)

At the Cooperative's option and in addition to any other remedies it may have available, the Cooperative may terminate the Contract if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitute grounds for termination:

- a) Delivery of product that fails to meet the item specifications;
- b) Delivery of product that is defective or fails to pass product inspection;
- c) Delivery of a product substitution, except as specifically authorized;
- d) Failure to meet required delivery schedules;
- e) Failure to timely supply the awarded products or services at the contract price;



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- f) Failure to timely remit any service fee due the Cooperative under the Contract or any other BuyBoard contract with Vendor; or
- g) Processing a purchase order received directly from a Cooperative member, without prior written approval from the BuyBoard Administrator.

Notwithstanding any other provision of this section E.17, in the event of Vendor's default under or breach of any provision in the Contract, the Cooperative reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Cooperative or necessary or appropriate to protect or provide best value to Cooperative members. Without limiting the scope of the foregoing, the

Cooperative or its administrator may temporarily inactivate (suspend) Vendor from the BuyBoard website and as a BuyBoard vendor, with or without prior notice to Vendor, if the Cooperative or its administrator determines that the nature of the breach warrants such action, and the temporary inactivation will remain in effect pending further action or termination of the Contract by the Cooperative or its administrator. Vendor remains liable for all obligations and responsibilities incurred prior to and during any temporary inactivation and prior to termination, as applicable.

In the event the Cooperative terminates the Contract, in whole or in part, the Cooperative reserves the right to award the terminated Contract, or any portion thereof, to the next Proposer the Cooperative determines to provide best value to Cooperative members.

A Cooperative member has no authority to terminate the Contract at the Cooperative level for default, but may terminate a purchase order or refuse to accept delivery as provided for in these Terms and Conditions or for Vendor's material breach of a term or condition included in a member purchase order or supplemental contract. Additionally, the Cooperative and Cooperative members may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs.

Neither the Cooperative nor a Cooperative member will be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

If any delay or failure of performance is caused by a Force Majeure event as described in section E.18 (Force Majeure) of these Terms and Conditions, the Cooperative may, in its sole discretion, terminate the Contract in whole or part, provided such termination complies with the procedures set out above. Any Contract termination resulting from any cause other than a Force Majeure event will be deemed valid reason for not considering any future proposals from the defaulting Vendor.

In the event a Vendor's Contract is terminated under this section E.17, Vendor shall remain responsible for payment of all service fees to the Cooperative for products and services sold to Cooperative members prior to such termination.

## **18. Force Majeure**

The term Force Majeure includes, but is not limited to, governmental restraints or decrees, provided they affect all companies in Vendor's industry equally and are not actions taken solely against Vendor; acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.



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The Cooperative, Cooperative members, and Vendor are required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred rests on the party seeking relief under this section E.18. The claiming party must promptly notify the other party in writing, citing the details of the Force Majeure event, use due diligence to overcome obstacles to performance created by the Force Majeure event, and resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance of the Contract or a purchase order caused solely by a Force Majeure event will be excused for the period of delay caused solely by the Force Majeure event, provided the party claiming the event promptly notifies the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.

Neither the Cooperative nor a Cooperative member will be responsible for any cost incurred by Vendor because of the Force Majeure event unless the Cooperative member has requested, in writing, that Vendor incur such cost in connection with any delay or work stoppage caused by the Force Majeure event.

Notwithstanding any other provision of this section E.18, in the event Vendor's performance of its obligations under the Contract is delayed or stopped by a Force Majeure event, the Cooperative may, at its sole option,

terminate the Contract in accordance with section E.17 (Remedies for Default and Termination of Contract) of these Terms and Conditions. This section E.18 does not limit or otherwise modify any of the Cooperative's rights as provided elsewhere in the Contract.

## **F. Miscellaneous**

### **1. Assignment**

Vendor may not sell, assign, transfer, convey or subcontract any responsibility or obligation created by the contract without the Cooperative's prior written consent. In determining whether to consent, the Cooperative will consider relevant factors, including whether the person to which the sale, assignment, transfer, conveyance or subcontract is proposed is bound to and will honor all obligations and responsibilities imposed on Vendor under the Contract, and the best interest of and value to Cooperative members. Vendor's attempted sale, assignment, transfer, conveyance or subcontracting of any part of the Contract except in compliance with this section F.1 is void and ineffective.

If Vendor ceases distribution of an awarded product for any reason during the Contract term and the Cooperative determines that continued availability of the product provides best value to Cooperative members, the Cooperative reserves the right to place the manufacturer of such product on the BuyBoard for the remainder of the Contract term, in which event Vendor will assign the Contract for such product to the product manufacturer.

### **2. Notices**

Unless otherwise provided for in this Proposal Invitation, any written notice or other communication required by the Contract or by law will be conclusively deemed to have been given and received on the third business day after such written notice has been deposited in the U. S. Mail, properly addressed, and with sufficient postage affixed thereto, provided that actual notice may also be given in any other manner used in commerce.



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### **3. Equal Employment Opportunity (EEO) Disclosures**

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which Vendor's primary place of business is located. In accordance with such laws, regulations and executive orders, Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, disability or genetic information, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies.

### **4. Applicable Law, Venue and Dispute Resolution**

The Contract is governed by and will be construed according to the laws of the State of Texas, including the Uniform Commercial Code (UCC) as adopted in the State of Texas as effective and in force on the date of the Contract. Venue for any litigation concerning the Cooperative or TASB lies in Austin, Travis County, Texas, and venue for any litigation between a Cooperative member and Vendor arising under the Contract lies in the home county of the member. The parties have the mutual affirmative duty to attempt to resolve any disputes that arise under the Contract in good faith at the least possible expense prior to the initiation of any type of judicial or administrative proceeding.

### **5. Waiver**

No claim or right arising out of a breach of the Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. A party's failure to require strict performance of any provision of the Contract does not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.

### **6. Interpretation – Parol Evidence**

This writing is intended by the parties as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade is relevant to supplement or explain any terms used in the Contract. Acceptance or acquiescence in a course of performance rendered under the Contract is not relevant to and does not determine the meaning of the Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

### **7. Right to Assurance**

Whenever the Cooperative in good faith has reason to question Vendor's intent to perform, the Cooperative may demand that Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the Cooperative may treat the failure as an anticipatory repudiation of the Contract.



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## **8. Non-Appropriations Clause**

Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. A Cooperative member that is a governmental entity (a) reserves the right to rescind a multi-year purchase order or other agreement to purchase products or services under the Contract at the end of the

member's fiscal year if it is determined that funding is not available to extend the agreement; and (b) will use its best efforts to attempt to obtain and appropriate funds for payment.

## **9. Invalid Term or Condition**

If any term or condition of the Contract is held invalid or unenforceable, the remainder of the Contract will not be affected and will be valid and enforceable.

## **10. Remedies Cumulative**

The remedies available to the Cooperative, a Cooperative member, or Vendor under this Contract are in addition to any other remedies that may be available under law or in equity.

## **11. Signatures**

Except as required pursuant to section B.13 (Proposal Signatures) of these Terms and Conditions with respect to Proposals and related documentation or as otherwise specifically required in these Terms and Conditions, all notices, requests, amendments and other written documentation required or authorized under the Contract may be provided by facsimile or as an imaged document, and an electronic, facsimile or imaged signature shall be deemed an original.





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## **THE LOCAL GOVERNMENT PURCHASING COOPERATIVE GENERAL INFORMATION**

### **Sealed Proposal No. 447-14 – Grounds Maintenance Equipment and Irrigation Parts, Supplies, and Installation**

**\*\*\*Please make sure that you have either downloaded and/or printed all sections of this Proposal. \*\*\***

- 1. Proposal Invitation and Forms**
- 2. Proposal Instructions and General Terms and Conditions**
- 3. General Information**
- 4. Proposal Specifications**

**Your Proposal (including completed and signed Forms and completed Proposal Specifications) must be returned in a sealed envelope – no electronic responses will be accepted.**

**NOTE: Catalogs/Pricelists must be submitted with the Proposal Specifications or the Proposal will not be considered!!!**

#### **PURPOSE OF THE CONTRACT**

The intent of this proposal process is to establish a contract for the purchase of various **Grounds Maintenance Equipment and Irrigation Parts, Supplies, and Installation** used by Purchasing Cooperative members. Because individual members require different equipment, supplies, and/or services this Proposal Invitation is a request for a discount off of catalog or price list for services. Purchases can be made by a Cooperative member at any time during the contract term.

#### **TERM OF CONTRACT**

The term of this contract will be from June 1, 2014 through May 31, 2015, with two (2) possible one (1) year renewals.

An awarded Vendor has no right to or vested interest in contract renewal. The Cooperative will evaluate the contract award prior to the expiration of the then-current term on the basis of factors that may include the annual amount of business, performance and continued provision of best value to Cooperative members. **For purposes of this Proposal Invitation, a Vendor must generate a minimum of \$15,000 through the contract during an annual contract term or may not be offered a renewal.** A renewal must be mutually agreed upon by both parties.

#### **VALUE OF CONTRACT**

**The estimated value of this contract is \$56,500,500;** however, this estimate should not be construed to be a guaranty of either minimum or maximum since usage is dependent upon Cooperative members' actual needs and available funding.

An awarded Vendor must supply products at the awarded discount structure for the duration of the contract and honor all purchase orders prepared by each individual Cooperative member.



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### **SERVICE FEE**

An awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of 2% per purchase order generated from any contract awarded under this Proposal Invitation, and the service fee is to be included in the awarded pricing. Proposer agrees to pay this service fee and remit the fee to the Cooperative in Austin, Texas, promptly upon receipt of each fee invoice. Proposer agrees to provide the Cooperative with copies of all purchase orders generated from Proposer's contract(s) that Proposer receives directly from Cooperative members for the purpose of billing and collecting the service fee and for compiling required purchasing history. Proposer further agrees that the Cooperative shall have the right, upon reasonable written notice, to review its records pertaining to purchases under any awarded contract to verify the accuracy of service fees payable by Proposer.

### **CONFIDENTIAL INFORMATION**

Any information submitted by Proposer that Proposer considers to be confidential must be clearly marked as such by manually marking the information on each Proposal page.

### **ADDITIONAL INFORMATION:**

Awarded vendor(s) for this proposal must be licensed in accordance with federal, state, and/or local regulations to sell and/or install the equipment and supplies. All necessary licenses, permits, and/or proof of insurance must be provided to Cooperative members upon request. The type and amount may vary according to individual Cooperative member requirements.

### **AWARD AND EVALUATION**

This contract will be awarded based on the evaluation and award criteria set out in Section C.2 of the General Terms and Conditions to provide best value to Cooperative members. Awarded proposals will not be active on the BuyBoard until price sheets or catalogs are submitted in the proper format to be posted to the BuyBoard.

### **TYPE OF CONTRACT**

This is a "sealed proposal" based on discount off catalog or price list. All discount percentages shall remain firm for the duration of the contract. In the event of price decreases, such price decreases shall be allowed for all products. Catalog/pricelist must be submitted with the Proposal.

By signing this Proposal, the Proposer certifies that the proposing entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals, or licenses, necessary for lawful performance of its obligations under this contract.

Individual Cooperative members may in certain circumstances request background checks on an awarded Vendor's employees who will have direct contact with students, or for other reasons, and may require Vendor to pay the cost of obtaining criminal history information.



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### **BUYBOARD ADVISORY REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES**

The Cooperative recently issued the Construction-Related Goods and Services Advisory, which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory is included as Form F in the Proposal Forms associated with this Proposal Invitation. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer should sign and submit Form F regardless of type of goods or services associated with this Proposal Invitation.

### **PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED**

The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

### **DELIVERY RESPONSE**

Routine delivery response to a Cooperative member shall be within ten (10) business days after receipt of purchase order. Delivery shall be made during the ordering Cooperative member's normal business hours. Any Cooperative member may request emergency delivery. Awarded Vendors shall use their best efforts to comply with rush or emergency requests. However, if the Vendor cannot fulfill the emergency delivery requirements, the Cooperative member may procure the products or services from alternative sources without penalty.

### **WARRANTY/GUARANTY**

All products purchased under this contract shall be **NEW** and free from defects.



## Grounds Maintenance Equipment and Irrigation Parts, Supplies, and Installation - Proposal No. 447-14

(\*Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered.)

Item No.	Short Description	Full Description	Discount (%) off Catalog or Pricelist	Catalog/Pricelist Name	Exceptions to Catalog Discount
		<b>Section I: Grounds Maintenance Equipment, Supplies and Accessories</b>			
1	Golf and Turf Equipment, Supplies, and Accessories	<b>Golf and Turf Equipment, Supplies, and Accessories</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			
2	Tractors, Equipment, Supplies, and Accessories, 20 to 200 Engine HP	<b>Tractors, Equipment, Supplies, and Accessories, 20 to 200 Engine HP</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			
3	Lawn and Garden Tractors, Equipment, Supplies, and Accessories	<b>Lawn and Garden Tractors, Equipment, Supplies, and Accessories</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			
4	Front Mowers, Equipment, Supplies, and Accessories	<b>Front Mowers, Equipment, Supplies, and Accessories</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			
5	Wide Area Mowers, Equipment, Supplies, and Accessories	<b>Wide Area Mowers, Equipment, Supplies, and Accessories</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			

**PROPOSAL NOTE:**

1. \*Catalogs/Pricelists are required to be submitted with Proposal



## Grounds Maintenance Equipment and Irrigation Parts, Supplies, and Installation - Proposal No. 447-14

(\*Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered.)

Item No.	Short Description	Full Description	Discount (%) off Catalog or Pricelist	Catalog/Pricelist Name	Exceptions to Catalog Discount
6	Zero Turn Mowers, Equipment, Supplies, and Accessories	<b>Zero Turn Mowers, Equipment, Supplies, and Accessories</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			
7	Walk Behind Mowers, Equipment, Supplies, and Accessories	<b>Walk Behind Mowers, Equipment, Supplies, and Accessories</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			
8	Utility Vehicles, Equipment, Supplies, and Accessories	<b>Utility Vehicles, Equipment, Supplies, and Accessories</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			
9	All Terrain Vehicles, Equipment, Supplies, and Accessories	<b>All Terrain Vehicles, Equipment, Supplies, and Accessories</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			
10	Cutters and Shredders, Equipment, Supplies, and Accessories	<b>Cutters and Shredders, Equipment, Supplies, and Accessories</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			
11	Sprayers, Supplies, and Accessories	<b>Sprayers, Supplies, and Accessories</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			

**PROPOSAL NOTE:**

1. \*Catalogs/Pricelists are required to be submitted with Proposal



## Grounds Maintenance Equipment and Irrigation Parts, Supplies, and Installation - Proposal No. 447-14

(\*Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered.)

Item No.	Short Description	Full Description	Discount (%) off Catalog or Pricelist	Catalog/Pricelist Name	Exceptions to Catalog Discount
12	Scrapers, Supplies, and Accessories	<b>Scrapers, Supplies, and Accessories</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			
13	Hand Held Equipment, Supplies, and Accessories	<b>Hand Held Equipment, Supplies, and Accessories</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			
14	Landscape and Turf Care Attachments	<b>Landscape and Turf Care Attachments</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories to be sold with equipment or separately. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			
15	Parking Lot/Sidewalk Sweepers, Supplies, and Accessories	<b>Parking Lot/Sidewalk Sweepers, Supplies, and Accessories</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			
16	Turf Maintenance Sweepers and Equipment, Supplies, and Accessories	<b>Turf Maintenance Sweepers and Equipment, Supplies, and Accessories</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			

**PROPOSAL NOTE:**

1. \*Catalogs/Pricelists are required to be submitted with Proposal



**Grounds Maintenance Equipment and Irrigation Parts, Supplies, and Installation - Proposal No. 447-14**

(\*Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered.)

Item No.	Short Description	Full Description	Discount (%) off Catalog or Pricelist	Catalog/Pricelist Name	Exceptions to Catalog Discount
17	Outdoor Scrubbers, Supplies, and Accessories	<b>Outdoor Scrubbers, Supplies, and Accessories --</b> Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			
18	Hydroseeding Equipment, Supplies, and Accessories	<b>Hydroseeding Equipment, Supplies, and Accessories --</b> Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			
19	Bark and Straw Blowers and Crimper Equipment, Supplies, and Accessories	<b>Bark and Straw Blowers and Crimper Equipment, Supplies, and Accessories --</b> Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			
20	All Other Types of Grounds Maintenance Equipment, Supplies and Accessories	<b>All Other Types of Grounds Maintenance Equipment, Supplies and Accessories --</b> Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			
21	Field and Turf Fertilizer, Conditioners, Dressings and Chemicals	<b>Field and Turf Fertilizer, Conditioners, Dressings and Chemicals --</b> Please state the discount (%) off catalog/pricelist for the full line of products. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			

**PROPOSAL NOTE:**

1. \*Catalogs/Pricelists are required to be submitted with Proposal



**Grounds Maintenance Equipment and Irrigation Parts, Supplies, and Installation - Proposal No. 447-14**

(\*Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered.)

Item No.	Short Description	Full Description	Discount (%) off Catalog or Pricelist	Catalog/Pricelist Name	Exceptions to Catalog Discount
22	Nursery Products	<b>Nursery Products</b> -- Please state the discount (%) off catalog/pricelist for the full line of products, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			
23	Specialty Soils for Athletic Fields, Play Surfaces, etc.	<b>Specialty Soils for Athletic Fields, Play Surfaces, etc.</b> -- Please state the discount (%) off catalog/pricelist for the full line of products. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			
24	All Types of Fertilizer and Grounds Chemicals	<b>All Types of Fertilizer and Grounds Chemicals</b> -- Please state the discount (%) off catalog/pricelist for the full line of grounds products. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			
<b>Section II: Repair Parts, Installation, and Service Labor</b>					
25	Discount (%) Off Catalog/Price List for Ground Maintenance Equipment Repair Parts	<b>Ground Maintenance Equipment Repair Parts</b> -- State the discount (%) off catalog/pricelist. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			

**PROPOSAL NOTE:**

1. \*Catalogs/Pricelists are required to be submitted with Proposal





## Grounds Maintenance Equipment and Irrigation Parts, Supplies, and Installation - Proposal No. 447-14

(\*Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered.)

Item No.	Short Description	Full Description	Discount (%) off Catalog or Pricelist	Catalog/Pricelist Name	Exceptions to Catalog Discount
26	Discount (%) Off Catalog/Pricelist for: Ground Maintenance Equipment Service Agreements	<b>Ground Maintenance Equipment Service Agreements</b> -- State the discount (%) off catalog/price list for Service Maintenance Agreements. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			
27	<u>Hourly Labor Rate for:</u> Installation of Equipment	<b>Hourly Labor Rate for Installation of Equipment</b> - Please state the hourly labor rate for installation.	\$ _____/Hour		
28	<u>Hourly Labor Rate for:</u> Repair/Service of Equipment	<b>Hourly Labor Rate for Repair/Service Equipment</b> -- Please state the hourly labor rate for repair/service of equipment.	\$ _____/Hour		
29	<u>Hourly Labor Rate for:</u> Field and Turf Preparation Work	<b>Field and Turf Preparation Work</b> -- Please state the hourly labor rate for field and turf preparation work.	\$ _____/Hour		
30	<u>Hourly Labor Rate for:</u> Labor to apply Fertilizers, Chemicals, Specialty Soils, Play Surfaces, etc.	<b>Hourly Labor Rate to apply Fertilizers, Chemicals, Specialty Soils, Play Surfaces, etc.</b> -- Please state the hourly labor rate for labor to apply fertilizers, chemicals, specialty soils, play surfaces, etc.	\$ _____/Hour		

**PROPOSAL NOTE:**

1. \*Catalogs/Pricelists are required to be submitted with Proposal



**Grounds Maintenance Equipment and Irrigation Parts, Supplies, and Installation - Proposal No. 447-14**

(\*Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered.)

Item No.	Short Description	Full Description	Discount (%) off Catalog or Pricelist	Catalog/Pricelist Name	Exceptions to Catalog Discount
		<b>Section III: Irrigation Parts, Supplies and Installation</b>			
31	Residential and Commercial Irrigation Controllers	<b>Residential/Commercial Irrigation Controllers --</b> solid state, light commercial application, 12 to 48 station capability. State the discount (%) off Catalog/Price List for various manufacturers. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			
32	Residential and Commercial Irrigation Control Valves	<b>Residential/Commercial Irrigation Control Valves --</b> 1" to 3" pipe size, glass filled nylon or brass construction, electrically controlled, flow control capability. State the discount (%) off Catalog/Price List for various manufacturers. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			
33	Residential and Commercial Irrigation Sprinkler Heads	<b>Residential/Commercial Irrigation Sprinkler Heads --</b> fixed spray pattern, gear drive rotor 3/4" to 1" inlet, various fixed arcs, plastic construction. State the discount (%) off Catalog/Price List for various manufacturers. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			
34	Large Commercial and Central Controllers	<b>Large Commercial/Central Controllers --</b> solid state/digital, computer driven, software to manage water distribution, central location to command field satellites, hard wired or wireless signal commands to field satellites. State the discount (%) off Catalog/Price List for various manufacturers. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			

**PROPOSAL NOTE:**

1. \*Catalogs/Pricelists are required to be submitted with Proposal



**Grounds Maintenance Equipment and Irrigation Parts, Supplies, and Installation - Proposal No. 447-14**

(\*Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered.)

Item No.	Short Description	Full Description	Discount (%) off Catalog or Pricelist	Catalog/Pricelist Name	Exceptions to Catalog Discount
35	Field Satellites	<b>Field Satellites</b> -- controls water distribution (sprinkler heads), stand alone or controlled by a central computer/controller, solid state, receives command signals either hard wire or radio link. State the discount (%) off Catalog/Price List for various manufacturers. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			
36	Large Turf Heads	<b>Large Turf Sprinkler Heads</b> -- water distribution (sprinklers) for large turf areas, 31' minimum radius, minimum 13.6 GPM, minimum 1" inlet, plastic construction. State the discount (%) off Catalog/Price List for various manufacturers. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			
37	Drip Irrigation Products	<b>Drip Irrigation Products</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			
38	Aerating Fountain Products, Equipment and Lighting	<b>Aerating Fountain Products, Equipment and Lighting</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			
39	Industrial Aerator Products, Equipment and Supplies	<b>Industrial Aerating Products, Equipment and Lighting</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			

**PROPOSAL NOTE:**

1. \*Catalogs/Pricelists are required to be submitted with Proposal



**Grounds Maintenance Equipment and Irrigation Parts, Supplies, and Installation - Proposal No. 447-14**

(\*Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered.)

Item No.	Short Description	Full Description	Discount (%) off Catalog or Pricelist	Catalog/Pricelist Name	Exceptions to Catalog Discount
40	Bunker Pumps, Equipment and Supplies	<b>Bunker Pumps, Equipment and Supplies</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			
41	Water Chemicals and Dyes, Supplies and Accessories	<b>Water Chemicals and Dyes, Supplies and Accessories</b> -- Please state the discount (%) off catalog/pricelist for the full line of equipment, supplies and accessories. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			
		<b>Section IV: Irrigation Equipment Repair Parts, Installation, and Service Labor</b>			
42	Discount (%) Off Catalog/Price List for Irrigation Equipment Repair Parts	<b>Irrigation Equipment Repair Parts</b> -- State the discount (%) off catalog/pricelist. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			
43	Discount (%) Off Catalog/Pricelist for: Irrigation Equipment Service Agreements	<b>Irrigation Equipment Service Agreements</b> -- State the discount (%) off catalog/price list for Service Maintenance Agreements. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			
44	Discount (%) Off Catalog/Pricelist for: Large Commercial and Central Controllers Service Agreements	<b>Large Commercial and Central Controllers Service Agreements</b> -- Automatic Software Updates and Technical Support 24/7. State the discount (%) off Catalog/Price List for various manufacturers. <b>Catalog/Pricelist MUST be included or response will NOT be considered!</b>			

**PROPOSAL NOTE:**

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**Grounds Maintenance Equipment and Irrigation Parts, Supplies, and Installation - Proposal No. 447-14**

(\*Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered.)

Item No.	Short Description	Full Description	Discount (%) off Catalog or Pricelist	Catalog/Pricelist Name	Exceptions to Catalog Discount
45	<u>Hourly Labor Rate for:</u> Installation of Equipment	<b>Hourly Labor Rate for Installation of Irrigation Equipment, Pipe Wire/Fittings, Sprinkler Heads, Controllers and Satellites</b> -- Please state the hourly labor rate for installation.	\$ _____/Hour		
46	<u>Hourly Labor Rate for:</u> Repair/Service of Equipment	<b>Hourly Labor Rate for Repair/Service of Irrigation Equipment, Pipe Wire/Fittings, Sprinkler Heads, Controllers and Satellites</b> -- Please state the hourly labor rate for repair/service of equipment.	\$ _____/Hour		
<b>Section V: Other Services</b>					
47	<u>Hourly Labor Rate for:</u> Tree Services and Stump Grinding	<b>Hourly Labor Rate for Tree Services and Stump Grinding</b> -- State the hourly labor rate for Tree Services and Stump Grinding.	\$ _____/Hour		

**PROPOSAL NOTE:**

- \*Catalogs/Pricelists are required to be submitted with Proposal



P.O. Box 400  
Austin, TX 78767-0400  
800.695.2919 | 512.467.0222 | Fax: 800.211.5454  
buyboard.com

April 19, 2016

Sent via Email to: [cjohnson@tigmowers.com](mailto:cjohnson@tigmowers.com)

Chad Johnson  
Tiger Corporation  
3301 North Louise Avenue  
Sioux Falls SD 57107

Re: Grounds Maintenance Equipment, Irrigation Parts, Supplies, & Installation  
BuyBoard Contract 447-14

The contract that the Local Government Purchasing Cooperative (BuyBoard) awarded your company under the Grounds Maintenance Equipment, Irrigation Parts, Supplies, & Installation Proposal, RFP 447-14, will expire May 31, 2016.

At this time, we are renewing your contract through May 31, 2017. This will be the final renewal of this contract.

All discounts, terms, and conditions of your proposal contract will remain the same. If you agree with the renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me immediately via email at [connie.burkett@tasb.org](mailto:connie.burkett@tasb.org).

**Reminder: The receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative.** Accepting orders directly from a member entity may result in a violation of the State of Texas competitive bid statutes, and could cause cancellation of this proposal award. Therefore, all orders must be processed through the Cooperative in order to comply with the contract. We request your assistance in immediately forwarding any orders received directly from member entities. Purchase orders may be sent to us either by fax (800-211-5454) or by email ([info@buyboard.com](mailto:info@buyboard.com)). If by chance an order sent directly to you has been unintentionally processed, please forward it to the Cooperative and note it as **RECORD ONLY** to prevent duplication.

If you have questions or comments concerning this renewal, please contact me as soon as possible at [connie.burkett@tasb.org](mailto:connie.burkett@tasb.org). We appreciate your interest and participation in The Local Government Purchasing Cooperative.

Sincerely,

Connie W Burkett  
Contract Administrator



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards,  
Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.



P.O. Box 400  
Austin, TX 78767-0400  
800.695.2919 | 512.467.0222 | Fax: 800.211.5454  
buyboard.com

May 4, 2015

Sent via email to: [cjohnson@tigermowers.com](mailto:cjohnson@tigermowers.com)

Chad Johnson  
Tiger Corporation  
3301 North Louise Avenue  
Sioux Falls SD 57107

Re: Grounds Maintenance Equipment & Irrigation Parts, Supplies, & Installation  
BuyBoard Contract 447-14

The Local Government Purchasing Cooperative (BuyBoard) awarded your company Grounds Maintenance Equipment & Irrigation Parts, Supplies, & Installation Proposal, 447-14 effective June 1, 2014 through May 31, 2015, with two possible one-year renewals. At this time, we are renewing your contract through May 31, 2016.

All discounts, terms, and conditions of your proposal contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me immediately via email at [connie.burkett@tasb.org](mailto:connie.burkett@tasb.org).

**Reminder:** Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal. Evaluations will be made annually, prior to the expiration date of the contract term, and the BuyBoard reserves the right to discontinue the vendor's contract at that time.

Additionally, **receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative.** Accepting orders directly from a member entity may result in a violation of the State of Texas competitive bid statutes, and could cause cancellation of this proposal award. Therefore, all orders must be processed through the Cooperative in order to comply with the contract. We request your assistance in immediately forwarding any orders received directly from member entities. Purchase orders may be sent to us either by fax (800-211-5454) or by email ([info@buyboard.com](mailto:info@buyboard.com)). If by chance an order sent directly to you has been unintentionally processed, please forward it to the Cooperative and note it as **RECORD ONLY** to prevent duplication.

If you have questions or comments concerning this renewal, please contact me as soon as possible at [connie.burkett@tasb.org](mailto:connie.burkett@tasb.org). We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Connie W Burkett  
Contract Administrator



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards, Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

Term. 20 17

In the County Commission of said county, on the 26th day of January 20 17

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

Now on this day the County Commission of the County of Boone does hereby approve the request by the Sheriff's Department to dispose of two (2) Ballistic Shields as described on the attached list

It is further ordered the Presiding Commissioner is hereby authorized to sign said Request for Disposal forms.

Done this 26th day of January, 2017

ATTEST:

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

Daniel K. Atwill  
Presiding Commissioner

*Absent*

Fred J. Parry  
District I Commissioner

Janet M. Thompson  
District II Commissioner



**Boone County Purchasing**  
**David Eagle**  
Purchasing Assistant



613 E. Ash Street  
Columbia, MO 65201  
Phone: (573) 886-4394

---

**MEMORANDUM**

**TO:** Boone County Commission  
**FROM:** David Eagle  
**RE:** Surplus Disposal – Ballistic Shields  
**DATE:** January 19, 2017

Boone County Sheriff Department requests permission to dispose of two Ballistic Shields. Both shields will be destroyed since they are in poor condition and no longer usable.

	<b>Asset #</b>	<b>Description</b>	<b>Make &amp; Model</b>	<b>Department</b>	<b>Condition of Asset</b>	<b>Serial #</b>
1.	12729	BALLISTIC SHIELD W/LIGHT		SHERIFF	POOR	0011INT835
2.	NO TAG	BALLISTIC SHIELD	PROTECH IIIA	SHERIFF	POOR	9312EH172

cc: Heather Acton, Auditor Dept.  
Leasa Quick, Gary German, Sheriff  
Surplus File

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**

*Complete, sign, and return to Auditor's Office*

**RECEIVED**

JAN 11 2016

**BOONE COUNTY AUDITOR**

Date: 1-3-17

Fixed Asset Tag Number: 12729

Description of Asset: Ballistic Shield w/ light

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Should only go to another law enforcement agency (who sign a liability waiver) or be destroyed.

Other Information (Serial number, etc.): 0011INT835

Condition of Asset: Poor. Edge banding is coming off. Expired NIJ standard. No battery pack for light.

Reason for Disposition: Past usable life, well past NIJ standard

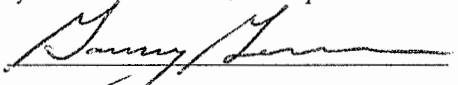
Location of Asset and Desired Date for Removal to Storage: Sheriff's Dept.

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1251 Sheriff

Signature 

**To be Completed by: AUDITOR**

Original Acquisition Date 12-20-00

G/L Account for Proceeds 1190-3836 NA

Original Acquisition Amount \$1,425.00

Original Funding Source 2731

Account Group 1604

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

Trade  Auction  Sealed Bids

Other Explain \_\_\_\_\_

Commission Order Number 46-2017

Date Approved 1-26-17

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 1-3-17

Fixed Asset Tag Number:

**RECEIVED**

Description of Asset: Ballistic Shield no light

JAN 11 2016

**BOONE COUNTY AUDITOR**

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Should only go to another law enforcement agency (who sign a liability waiver) or be destroyed.

Other Information (Serial number, etc.): Protech IIIA, serial # 9312EI172

Condition of Asset: Poor. Edge banding is coming off. Expired NIJ standard.

Reason for Disposition: Past usable life, well past NIJ standard

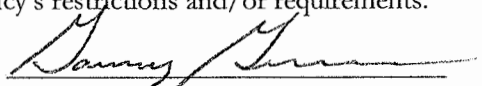
Location of Asset and Desired Date for Removal to Storage: Sheriff's Dept.

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: Unknown # Sheriff 1251

Signature 

**To be Completed by: AUDITOR**

Original Acquisition Date NO DATA

G/L Account for Proceeds 1140-3836 NA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 46-2017

Date Approved 1-26-17

Signature 

L:\Asset Disposal forms\Ballistic shield- no blue tag Fixed Asset Disposal Jan 2017.docx

Revised: September 2016

## Instructions for Disposal/ Transfer of Boone County Property

### See Special Instructions for Disposal of Computer Equipment Below

1. The *Request for Disposal/Transfer of County Property* is available at S:\All\AUDITOR\Accounting Forms\Fixed Asset Disposal.
2. Use the *Request for Disposal/Transfer of County Property* form whenever county property (tagged or un-tagged) is no longer needed and should be removed from service. This form will initiate the disposal process. Property should not be moved from the original department until this form is completed and submitted. Note: if there is a need to prepare a large “batch” of individual disposal forms, contact the Auditor’s Office to discuss alternative solutions that would be more efficient (for instance, a substitute spreadsheet listing).
3. Requesting Office: complete the top section of the form, providing a detailed description of the property, including condition, serial number (if applicable), and fixed asset tag number (if applicable) and route it to the Auditor’s Office.
4. Auditor’s Office: completes the middle-section and routes the form to the Purchasing Department. (Purchasing is responsible for surplus property disposal for the County.)
5. Purchasing: contacts the requesting department and/or Facilities Maintenance to arrange for removal of the item(s).
6. Purchasing: periodically compiles a listing of surplus property available for transfer to other offices and circulates the list to administrative authorities.

If property is transferred to another office, Purchasing completes the *transfer section* of the ***Request for Disposal/Transfer of County Property*** form and routes it to the Auditor’s Office. The Auditor’s Office updates the fixed asset records to reflect the new location of the item. Purchasing arranges to have the item(s) moved to the new location.

7. Purchasing: obtains approval from the County Commission to dispose of property no longer used by county offices. When a vehicle is surplus, Purchasing notifies the Risk Manager who is responsible for property insurance.
8. County Clerk’s Office: prepares the commission order, completes the bottom section of each form, routes the originals to the Auditor’s Office, and forwards a copy of the commission order to the Purchasing Office.
9. Vehicles are usually either picked up by the auction company or handled by the office requesting disposal. The Purchasing office will notify the Auditor’s office once the surplus has been transported to the auction service.
10. Purchasing: reconciles auction reports and remittances to the disposal forms to ensure the county is properly compensated for disposed property. Purchasing sends a copy of the auction reports and Treasurer’s receipt to the Auditor’s Office.
11. Auditor’s Office: reconciles commission-approved disposal forms to auction reports and cash proceeds and then updates the inventory records to reflect the disposal.

### Procedures for Disposal of Computer Equipment

1. Computer equipment is to be removed from inventory only by authorized Court IT or County IT personnel.
2. Court IT and County IT prepare all computer equipment for disposal prior to initiating the disposal process. The respective IT department prepares a ***Request for Disposal/Transfer of County Property Form*** for each equipment item, making appropriate notation regarding the asset’s condition (gutted for parts, memory removed, etc.) and forwards the form to the Auditor’s Office. Follow steps 4-11 in the previous section to complete computer equipment disposal.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

26th

day of January

20 17

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 2017 Annual Consultant Service Agreements for Professional Services with:

- A Civil Group
- Allstate Consultants
- Crockett Engineering Consultants, LLC
- Crockett Geotechnical-Testing Lab
- Klingner & Associates, P.C.
- Ross & Baruzzini
- Shafer, Kline & Warren
- Simon and Associates

The terms of the Agreements are stipulated in the attached Agreements. It is further ordered the Presiding Commissioner is hereby authorized to sign said General Consultant Services Agreements.

Done this 26<sup>th</sup> day of January, 2017.

ATTEST:

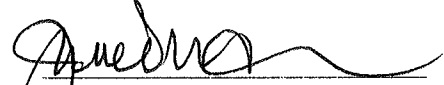
  
 Wendy S. Noren  
 Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

## GENERAL CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** dated this 26<sup>th</sup> day of JANUARY, 2017, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and A Civil Group (herein "Consultant").

**IN CONSIDERATION OF** the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2017 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2017. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

2.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide

reasons why the Consultant cannot provide or respond to the request for optional services.

2.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

2.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

2.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Resource Management, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

3. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this

calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

4. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.

5. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

6. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance



exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

7. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

8. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

9. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

10. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

11. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

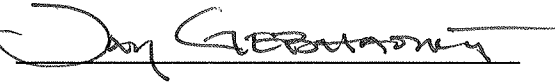
12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

14. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

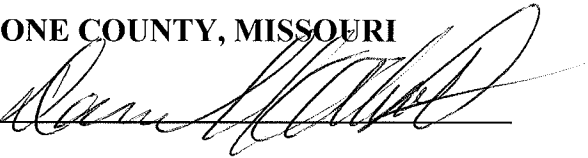
**A CIVIL GROUP**

By 

Title Chief Operating Member

Dated: 1/11/17

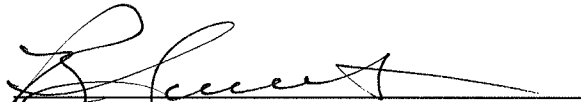
**BOONE COUNTY, MISSOURI**

By 

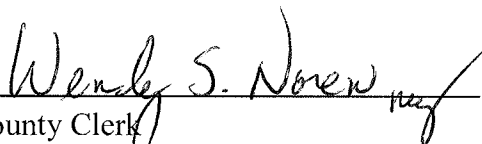
Presiding Commissioner

Dated: 1-26-17

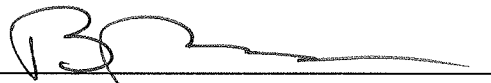
APPROVED AS TO FORM:

  
County Attorney

ATTEST:

  
County Clerk

APPROVED:

  
Director, Boone County Resource Management

A CIVIL GROUP

**FEE SCHEDULE  
2017**

ENGINEER I	\$ 135 / HOUR
ENGINEER II	\$ 130 / HOUR
ENGINEER III	\$ 125 / HOUR
ENGINEER IV	\$ 110 / HOUR
DESIGNER	\$115 / HOUR
SURVEYOR I	\$ 100 / HOUR
SURVEYOR II	\$ 85 / HOUR
SURVEYOR III	\$ 75 / HOUR
DESIGN TECHNICIAN I	\$ 95 / HOUR
DESIGN TECHNICIAN II	\$ 90 / HOUR
DESIGN TECHNICIAN III	\$ 80 / HOUR
1-MAN FIELD CREW	\$ 130 / HOUR
2-MAN FIELD CREW	\$ 150 / HOUR
CLERICAL	\$65 /HOUR
OUTSIDE COPIES	ACTUAL EXPENSE
<b>OFFICE COPIES</b>	
LARGE COPIES	\$3.00-\$5.00/EACH
BLACK AND WHITE COPIES	\$0.50/EACH
COLOR COPIES	\$1.00/EACH

**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 JAY GEBHARDT. I am an authorized agent of A LEVEL GROUP, LLC  
\_\_\_\_\_(Consultant). This business is enrolled and participates in a federal work  
authorization program for all employees working in connection with services provided to the  
County. This business does not knowingly employ any person that is an unauthorized alien in  
connection with the services being provided. Documentation of participation in a federal work  
authorization program is attached hereto.

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

JAY GEBHARDT 1/11/17  
Affiant Date

JAY GEBHARDT  
Printed Name

Subscribed and sworn to before me this 11<sup>th</sup> day of JANUARY, 2017.

Spencer Haskamp  
Notary Public

**SPENCER HASKAMP  
Notary Public - Notary Seal  
State of Missouri  
County of Boone  
My Commission Expires July 11, 2019  
Commission #15116674**



**A Civil Group**

*Instructions: Please place a check mark in the Services Offered box next to those disciplines provided by your firm.*

Discipline	Services Offered
Architecture	
Bridge Design	
Civil Engineering	✓
Construction Management	✓
Electrical Engineering	
Geotechnical Engineering	
Lab Testing	
Mechanical Engineering	
Planning	✓
Structural Engineering	
Surveying	✓
Traffic	✓
Transportation	
Acoustical	
Building Enclosure Consulting	✓
Control System Integration	
Design/Build	
Environmental	✓
Forensic	
GIS	
Industrial	
Interior Design	
Landscape Architecture	
Natural Gas	
Photogrammetry	
Telecommunications	
Water Resources	✓

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 26<sup>th</sup> day of January, 2017, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Allstate Consultants (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2017 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2017. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

2.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide

reasons why the Consultant cannot provide or respond to the request for optional services.

2.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

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2.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Resource Management, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

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calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

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5. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

6. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance

exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

7. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

8. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

9. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

10. **Owner Authorization** - When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

11. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

14. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

**ALLSTATE CONSULTANTS**

By 

Title President

Dated: 12/30/2016

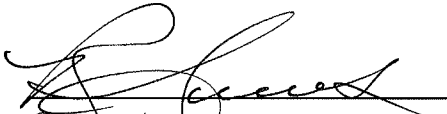
**BOONE COUNTY, MISSOURI**

By 

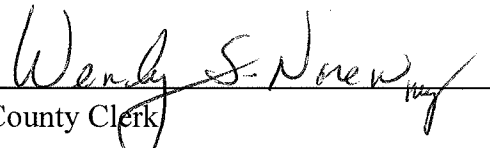
Presiding Commissioner

Dated: 1-26-17

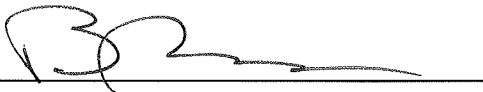
APPROVED AS TO FORM:

  
County Attorney

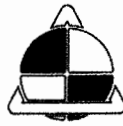
ATTEST:

  
County Clerk

APPROVED:

  
Director, Boone County Resource Management





**ALLSTATE  
CONSULTANTS**

**2017 Rate Schedule**

<u><b>TITLE</b></u>	<u><b>RATE</b></u>
PRINCIPAL.....	\$155.00
ENGINEER III.....	\$140.00
ENGINEER II.....	\$130.00
ENGINEER I.....	\$118.00
WATER QUALITY SCIENTIST III.....	\$140.00
WATER QUALITY SCIENTIST II.....	\$110.00
WATER QUALITY SCIENTIST I.....	\$70.00
PROJECT SCIENTIST III.....	\$135.00
INVESTIGATIVE ENGINEER III.....	\$215.00
INVESTIGATIVE ENGINEER II.....	\$190.00
INVESTIGATIVE ENGINEER I.....	\$165.00
TECHNICIAN VI/SURVEYOR III.....	\$125.00
TECHNICIAN V/SURVEYOR II.....	\$115.00
TECHNICIAN IV/SURVEYOR I/SENIOR PROJECT MANAGER.....	\$100.00
TECHNICIAN III/ PROJECT MANAGER I.....	\$85.00
TECHNICIAN II.....	\$70.00
TECHNICIAN I.....	\$50.00
TECHNICIAN.....	\$35.00
CREW (1 MAN).....	\$125.00
CREW (2 MEN).....	\$150.00
CREW (3 MEN).....	\$175.00
INVESTIGATOR IV.....	\$125.00
INVESTIGATOR III.....	\$115.00
INVESTIGATOR II.....	\$90.00
INVESTIGATOR I.....	\$75.00
EXPERT TESTIMONY II.....	\$350.00
EXPERT TESTIMONY I.....	\$225.00
GPS RECEIVERS/DRONE (PER UNIT).....	\$125.00/day
TRAFFIC COUNTERS (PER UNIT).....	\$50.00/day
ATV (PER UNIT).....	\$125.00/day
MILEAGE.....	IRS Rate
EXPENSES (Lodging, Meals, Printing, Research, & etc.).....	Actual Cost

**3312 LeMone Industrial Boulevard  
Columbia, Missouri 65201  
Phone 573/875-8799  
Fax 573/875-8850**

**900 SW Oldham Pkwy  
Suite 203  
Lee's Summit, MO 64081  
573-864-9323**

**30601 Highway 5  
Marceline, Missouri 64658  
Phone 660/376-2941  
Fax 660/376-3492  
Allstate/files/allstate/wage rates**

**GEOTECHNICAL AND CONSTRUCTION OBSERVATION AND TESTING SERVICES**

**SUBSURFACE EXPLORATION**

Mobilization of Truck Mounted Drill Rig and 2-Man Crew .....	\$2.50/mile (\$ 250.00 Min.)
Mobilization of ATV Mounted Drill Rig and 2-Man Crew .....	\$3.50/mile (\$ 350.00 Min.)
Mobilization of Water Truck or Support Vehicle.....	\$0.90/mile
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (Truck Mounted Drill and 2-Man Crew).....	Actual Cost
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (ATV Mounted Drill and 2-Man Crew).....	Actual Cost
ATV Mounted Drill Rig Surcharge (If Any).....	Actual Cost
Specialized In-Situ Tests.....	On Request
Subcontractors, Rentals, Supplies and Dozer Assistance.....	Actual Cost

**LABORATORY TESTING SERVICES**

Moisture Content.....	\$6.00/test
Dry Unit Weight.....	\$15.00/test
Unconfined Compressive Strength.....	\$35.00/test
With Stress vs. Strain Curve.....	\$60.00/test
Extrude Shelby Tube.....	\$10.00/each
Calibrated Penetrometer Test .....	\$4.00/test
Visual Soil Classification.....	\$5.00/test
Atterberg Limits (3 Pt. Liquid Limit).....	\$100.00/test
Sieve Analysis (with wet wash over No. 200 sieve) .....	\$100.00/test
Hydrometer Analysis .....	\$110.00/test
Combined Grain Size Analysis (Sieve and Hydrometer) .....	\$220.00/test
Specific Gravity Determination .....	\$80.00/test
Swell Potential (1 Surcharge Pressure) .....	\$200.00/test
Swell Potential and Swell Pressure .....	\$300.00/test
Consolidation Test with e log p Curve.....	\$525.00/test
With Time vs. Deformation Plots.....	\$50.00/plot
Standard Proctor Test.....	\$175.00/test
Modified Proctor Test .....	\$250.00/test
Laboratory CBR Test (Per Specimen).....	\$250.00/test
Concrete Compressive Strength Tests.....	\$20.00/test
Capping or Trimming Irregular Ends of Concrete Cylinders .....	\$10.00/each
Concrete Flexural Strength Tests .....	\$50.00/test
Other Specialized Tests (Triaxial Shear, Direct Shear, Hydraulic Conductivity etc).....	Actual Cost

3312 LeMone Industrial Boulevard  
Columbia, Missouri 65201  
Phone 573/875-8799  
Fax 573/875-8850

900 SW Oldham Pkwy  
Suite 203  
Lee's Summit, MO 64081  
573-864-9323

30601 Highway 5  
Marceline, Missouri 64658  
Phone 660/376-2941  
Fax 660/376-3492



**Allstate Consultants**  
**Discipline List**

*Instructions: Please place a check mark in the Services Offered box next to those disciplines provided by your firm*

Discipline	Services Offered
Architecture	
Bridge Design	
Civil Engineering	✓
Construction Management	✓
Electrical Engineering	
Geotechnical Engineering	✓
Lab Testing	✓
Mechanical Engineering	
Planning	✓
Structural Engineering	✓
Surveying	✓
Traffic	✓
Transportation	✓
Acoustical	
Building Enclosure Consulting	
Control System Integration	
Design/Build	
Environmental	
Forensic	✓
GIS	
Industrial	
Interior Design	
Landscape Architecture	
Natural Gas	
Photogrammetry	
Telecommunications	
Water Resources	✓



## GENERAL CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** dated this 26<sup>th</sup> day of JANUARY, 2017, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Crockett Engineering Consultants, LLC (herein "Consultant").

**IN CONSIDERATION OF** the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2017 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2017. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

2.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide

reasons why the Consultant cannot provide or respond to the request for optional services.

**2.2 Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

**2.3 Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

**2.4 Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Resource Management, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

**3. Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this

calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

4. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.

5. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

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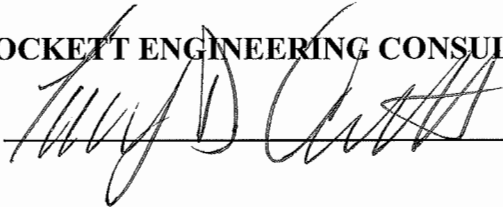
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14. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

CROCKETT ENGINEERING CONSULTANTS, LLC BOONE COUNTY, MISSOURI

By 

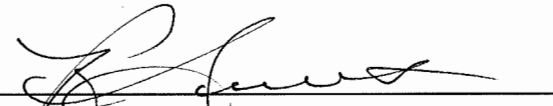
By   
Presiding Commissioner

Title PARTNER

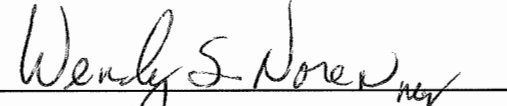
Dated: 01/12/17

Dated: 1-26-17

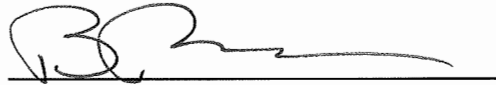
APPROVED AS TO FORM:

  
County Attorney

ATTEST:

  
County Clerk

APPROVED:

  
Director, Boone County Resource Management



## FEE SCHEDULE

### PERSONNEL

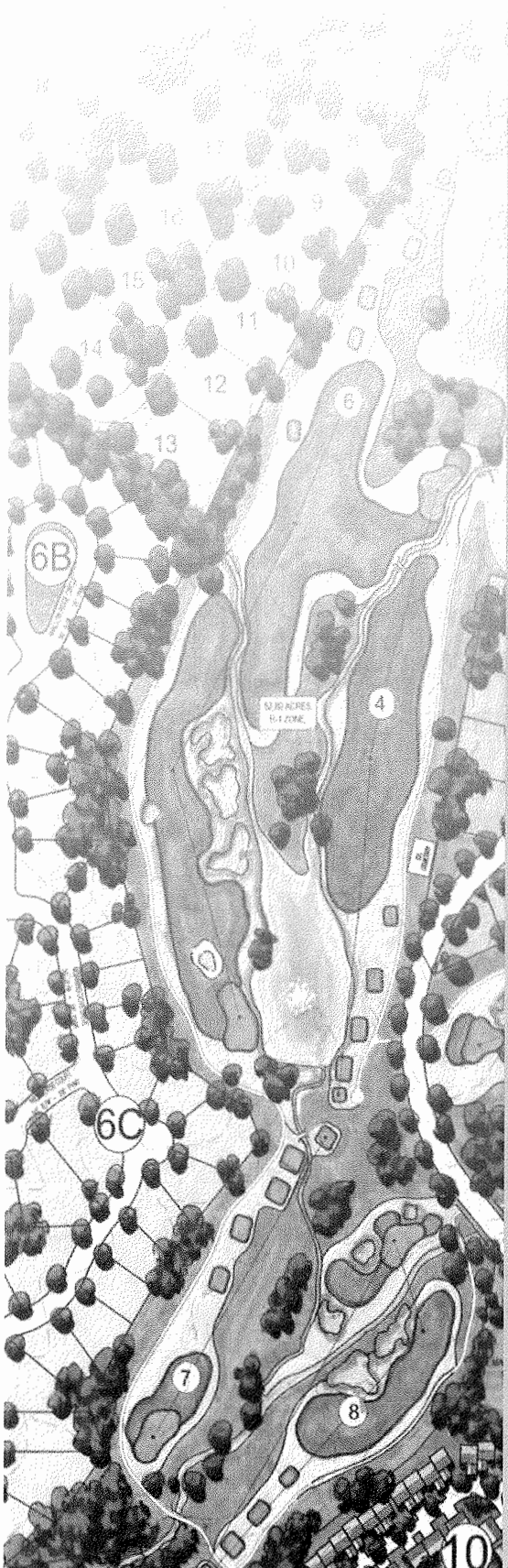
### COST/HOUR

Professional V	\$140
Professional IV	\$120
Professional III	\$105
Professional II	\$90
Professional I	\$80
Technician III	\$90
Technician II	\$75
Technician I	\$60
Clerical	\$50
Field Technician II	\$125
Field Technician I	\$115

### EXPENSES:

Mileage	\$ 0.57/mile
All Other Expenses	At Cost Plus 10%

*Effective through December 31, 2017*







**Crockett Engineering  
Consultants**

**Discipline List**

*Instructions: Please place a check mark in the  
Services Offered box next to those disciplines  
provided by your firm*

Discipline	Services Offered
Architecture	
Bridge Design	
Civil Engineering	X
Construction Management	X
Electrical Engineering	
Geotechnical Engineering	
Lab Testing	
Mechanical Engineering	
Planning	X
Structural Engineering	X
Surveying	X
Traffic	
Transportation	X
Acoustical	
Building Enclosure Consulting	
Control System Integration	
Design/Build	X
Environmental	
Forensic	
GIS	
Industrial	
Interior Design	
Landscape Architecture	
Natural Gas	
Photogrammetry	
Telecommunications	
Water Resources	X

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 26<sup>th</sup> day of JANUARY, 2017, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Crockett Geotechnical-Testing Lab (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2017 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2017. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

2.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide

reasons why the Consultant cannot provide or respond to the request for optional services.

**2.2 Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

**2.3 Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

**2.4 Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Resource Management, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

**3. Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this

calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

4. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.

5. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

6. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance

exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

7. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

8. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

9. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

10. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

11. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

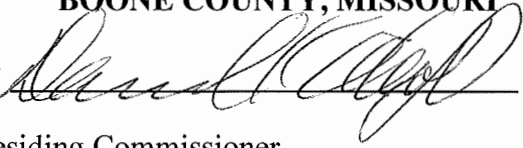
14. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

**CROCKETT GEOTECHNICAL-TESTING LAB**

**BOONE COUNTY, MISSOURI**

By 

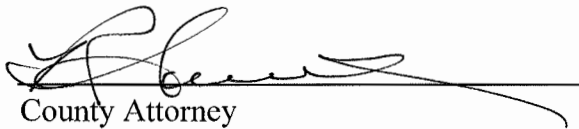
By   
Presiding Commissioner

Title PARTNER

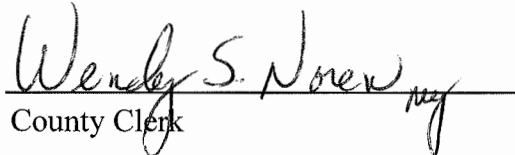
Dated: 01/12/17

Dated: 1-26-17

APPROVED AS TO FORM:

  
County Attorney

ATTEST:

  
County Clerk

APPROVED:

  
Director, Boone County Resource Management





# CROCKETT

GEOTECHNICAL - TESTING LAB

## 2016 FEE SCHEDULE

### PERSONNEL

Clerical.....	\$	50.00 /hour *
Technician I.....	\$	47.00 /hour *
Technician II.....	\$	55.00 /hour *
Technician III.....	\$	60.00 /hour *
Technician IV.....	\$	70.00 /hour *
AWS Certified Welding Inspector.....	\$	80.00 /hour *
Professional I.....	\$	80.00 /hour
Professional II.....	\$	90.00 /hour
Professional III.....	\$	105.00 /hour
Professional IV.....	\$	120.00 /hour
Professional V.....	\$	130.00 /hour

### EXPENSES, EQUIPMENT, AND SUPPLIES

Mileage (if outside Columbia City Limits).....	\$	0.57 /mile
Trip Charge (In lieu of mileage).....		by quote
Supplies.....		Cost
Per Diem.....	\$	120.00 /man/day
Concrete or Asphalt coring - technician.....	\$	60.00 /hour
Core drilling machine and generator.....	\$	75.00 /day
Rebar Locator.....	\$	105.00 /day

### CONCRETE AND MASONRY

Compressive Strength of Concrete Cylinder (ASTM C39).....	\$	14.00 each
Special capping for irregular surface (contractor made).....	\$	10.00 each
Compressive Strength of Grout Prism (ASTM C1019).....	\$	24.00 each
Compressive Strength of Mortar Cube or Cylinder (ASTM C109).....	\$	24.00 each
Flexural Strength of Concrete Beam (ASTM C78).....	\$	60.00 each
Splitting Tensile Strength of Concrete Cylinder (ASTM C496).....	\$	40.00 each
Concrete Core Density, Measurement, and Strength (ASTM C42).....	\$	55.00 /core
Compressive Strength of CMU Block (ASTM C140).....	\$	75.00 /block
Absorption, Moisture Content, Density, and Area of CMU Block (ASTM C140).....	\$	75.00 /block
Compressive Strength of Hollow Masonry Prism (ASTM C1314).....	\$	120.00 each
Compressive Strength of Grouted Masonry Prism (ASTM C1314).....		by quote
Concrete or Mortar Mix Verification.....	\$	275.00 each
Chloride Ion Content (ASTM C1218).....	\$	200.00 each
Trial Batch.....	\$	500.00 each
Shrinkage Test.....		by quote

### AGGREGATES

Sieve Analysis (ASTM C136).....	\$	73.00 each
Analysis of Material finer than #200 Sieve (ASTM C117).....	\$	45.00 each
Organic Impurities - Colorimetric (ASTM C40).....	\$	41.00 each
Lightweight Particles or Chert Analysis (ASTM C123) :		
Fine.....	\$	80.00 each
Coarse.....	\$	140.00 each
Chert.....	\$	140.00 each
Clay Lumps (ASTM C142).....	\$	55.00 each
Soundness (ASTM C88).....	\$	315.00 each
Abrasion (ASTM C131).....	\$	190.00 each
Specific Gravity (ASTM C127 or C128).....	\$	50.00 each
Absorption (ASTM C127 or C128).....	\$	50.00 each
Unit Weight (ASTM C29).....	\$	50.00 each
Scratch Hardness Test.....	\$	50.00 each



**2016 FEE SCHEDULE (continued)**

**METALS**

Anchor Bolt Load Testing Equipment.....	\$	100.00 /day
Ultrasonic Examination of Welds - Equipment and Consumables.....	\$	100.00 /day
Magnetic Particle or Dye Penetrant Examination - Equipment and Consumables.....		by quote

**SOIL LABORATORY TESTING**

Atterberg Limits Determination (LL, PL).....	\$	55.00 /test
Density Determination (Shelby tube sample).....	\$	12.00 /test
Moisture Content Determination.....	\$	10.00 /test
Unconfined Compression.....	\$	30.00 /test
Visual Engineering (USCS) Classification.....	\$	6.50 /test
Standard Proctor (ASTM D698).....	\$	145.00 /test
Standard Proctor with Fly Ash (2 hour Delay).....	\$	195.00 /test
Modified Proctor (ASTM D1557).....	\$	165.00 /test
Additional charge for Standard or Modified Proctor Coarse Aggregate Correction.....	\$	20.00 each
Laboratory CBR.....	\$	300.00 /test
Swell Test single pressure.....	\$	125.00 /test
Absorption/Pressure Swell Test (ASTM STP 479).....	\$	250.00 /test
Hydrometer Analysis.....	\$	72.00 /test
Combined Analysis (Hydrometer and Sieve).....	\$	100.00 /test
Organic Content (by heating).....	\$	45.00 /test
Sieve Analysis (Unwashed).....	\$	65.00 /test
Sieve Analysis (Washed over #200 sieve).....	\$	75.00 /test
Specific Gravity Determination.....	\$	68.00 /test
Soil Suction (ASTM D5298).....	\$	35.00 /test
Sand Equivalent.....	\$	135.00 /test
NX and NQ Core Compressive Strength.....	\$	40.00 /test
Relative Density (ASTM D4253 & D4254, wet or dry method).....	\$	260.00 /test
Constant Head Permeability Test.....	\$	325.00 /test
Falling Head Permeability Test.....	\$	260.00 /test

\* Hourly charges will be billed in 0.5 hour increments. There is a minimum charge of 2 hours.

## Kelle Westcott

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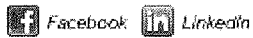
**From:** Danielle Griffith <DGriffith@crockettengineering.com>  
**Sent:** Wednesday, January 18, 2017 1:48 PM  
**To:** Kelle Westcott  
**Subject:** RE: Consultant Services Agreement

You have the most recent rates, thank you for checking!

Danielle Griffith



p 573.447.0292



**From:** Kelle Westcott [mailto:KWestcott@boonecountymo.org]  
**Sent:** Wednesday, January 18, 2017 12:29 PM  
**To:** Danielle Griffith <DGriffith@crockettengineering.com>  
**Subject:** Consultant Services Agreement

Good Afternoon Danielle,

I have received the Consultant Service Agreements and wanted to verify the correct rate sheet was included. I have attached a copy of what was in the envelope and it says 2016 instead of 2017. You may e-mail the correct rates or respond to this e-mail that the 2016 rates are in effect for 2017 as well. Let me know if you have any questions.

Thank you

*Kelle Westcott*  
Budget Administrator  
Resource Management  
Phone: 573-886-4480  
Fax: 573-886-4340  
E-mail: [kwestcott@boonecountymo.org](mailto:kwestcott@boonecountymo.org)



**Crockett Geotechnical –  
Testing Lab**

**Discipline List**

*Instructions: Please place a check mark in the  
Services Offered box next to those disciplines  
provided by your firm*

Discipline	Services Offered
Architecture	
Bridge Design	
Civil Engineering	
Construction Management	X
Electrical Engineering	
Geotechnical Engineering	X
Lab Testing	
Mechanical Engineering	
Planning	
Structural Engineering	
Surveying	
Traffic	
Transportation	
Acoustical	
Building Enclosure Consulting	
Control System Integration	
Design/Build	X
Environmental	
Forensic	X
GIS	
Industrial	
Interior Design	
Landscape Architecture	
Natural Gas	
Photogrammetry	
Telecommunications	
Water Resources	

## GENERAL CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** dated this 26<sup>th</sup> day of January, 2017, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Klingner & Associates, P.C. (herein "Consultant").

**IN CONSIDERATION OF** the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2017 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2017. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

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reasons why the Consultant cannot provide or respond to the request for optional services.

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calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

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6. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance

exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

7. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

8. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

9. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

10. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.



11. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

14. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

**KLINGNER & ASSOCIATES, P.C.**

By

  
\_\_\_\_\_

Title

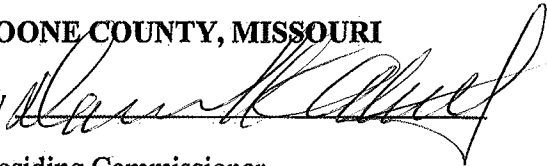
President

Dated:

1/17/2017

**BOONE COUNTY, MISSOURI**

By

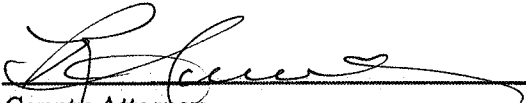
  
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Presiding Commissioner

Dated:

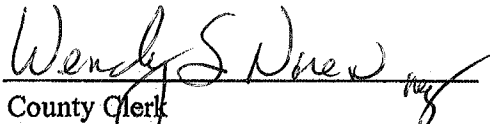
1-26-17

APPROVED AS TO FORM:

  
\_\_\_\_\_

County Attorney

ATTEST:

  
\_\_\_\_\_

County Clerk

APPROVED:

  
\_\_\_\_\_

Director, Boone County Resource Management



SCHEDULE OF HOURLY RATES (Per Diem)  
EFFECTIVE JANUARY 1, 2017 THROUGH DECEMBER 31, 2017

Charges for professional services for projects which are not based upon a percentage of construction cost, cost plus fixed fee, lump sum fee, or payroll cost, shall be based upon the following per diem rates plus reimbursable expenses:

PROFESSIONAL SERVICES

<u>Classification</u>	<u>Rate Per Hour</u>
C1-C4: Clerical .....	\$62.00
T-1 Technician I .....	\$58.00
T-2 Technician II .....	\$65.00
T-3 Technician III .....	\$78.00
T-4 Technician IV .....	\$85.00
T-5 Technician V .....	\$100.00
T-6 Technical Supervisor.....	\$112.00
A-1 Administrative Aide .....	\$51.00
A-2 Administrative Assistant .....	\$73.00
A-3 Administrative Manager .....	\$110.00
A-4 General Manager .....	\$121.00
P-1 Assistant Engineer/Architect/Surveyor/Planner .....	\$93.00
P-2 Intern Engineer/Architect/Surveyor/Planner.....	\$101.00
P-3 Engineer/Architect/Surveyor/Planner.....	\$114.00
P-4 Project Engineer/Architect/Surveyor/Planner .....	\$128.00
P-5 Senior Engineer/Architect/Surveyor/Planner .....	\$136.00
P-6 Proj./Dept./Branch Manager, Chief Eng./Architect/Surveyor/Planner .....	\$159.00
P-7 Director of Engineering/Architecture/Surveying/Planning .....	\$182.00
P-8 Principal, Partner, Manager of Engineering/Architecture/Surveying/Planning ...	\$202.00

Court testimony by principal or other registered professional will be charged at the rate of \$2,000.00 per day plus reimbursable expenses.

REIMBURSABLE EXPENSES (partial listing)

Mileage (may adjust due to fuel fluctuations).....	\$ 0.54 per Mile
Reproduction (i.e. Prints, Copies, Plans, etc) .....	At Cost + 15%
Computer Aided Design/Drafting .....	\$15.00 per Hour
Global Positioning & Robotic Survey Equipment.....	\$20.00 per Hour
Long Distance & Cell Calls, Subsistence & Lodging .....	At Cost
Special Consultants .....	At Cost + 15%
Non-reusable Supplies.....	At Cost + 15%

LABOR RATE 01 effective 07-01-16  
 Per Diem

**UNIT PRICE SCHEDULE**  
**DRILLING, SAMPLING AND CORING**

**MOBILIZATION:**

Drilling Rigs With Tools and Equipment:

Track Mounted Drill Rig on Semi Transport .....	\$ 8.00 / MILE
Truck Mounted Drill Rig .....	\$ 4.50 / MILE
Truck and Geoprobe On Trailer.....	\$ 0.70 / MILE

Support-Vehicles

Car / Van / Pickup .....	\$ 0.54/ MILE
ATV .....	\$ 60.00 / DAY
ATV Truck.....	\$ 100.00 / DAY

On-Site Mobility Assistance:

Tractor, Dozer, Wrecker, Barge, Etc. ....	COST+ 15%
Mud Mats.....	\$ 350.00/DAY

**DRILLING SERVICES**

Rigs

Track Mounted CME 55/75 : .....	\$ 260.00 / HR
Truck Mounted CME 55/75 :.....	\$ 210.00 / HR
Trailer Mounted Geoprobe : .....	\$ 150.00 / HR

**UNIT PRICES**

Soil Drilling and Logging From Cuttings - (125 Foot Minimum):

CME 55/75 with 4" Continuous Flight Augers .....	\$ 12.00 / FOOT
CME 55/75 with Hollow Stem Augers (3 1/4" I.D.) .....	\$ 15.00 / FOOT
CME 55/75 Rotary Drilling With Mud .....	\$ 18.00 / FOOT
Large Diameter Hollow Stem Augers (4 1/4", 6 1/4" I.D.).....	Available on an individual project basis

Soil Drilling and Split Spoon Sampling – (125 Foot Minimum):

With Standard Penetration Tests @ 5 Foot Intervals .....	\$ 18.00 / FOOT
Split Spoon Samples (At Other Than 5 Foot Intervals):	
With Standard Penetration Tests .....	\$ 15.00 / EACH
Undisturbed Shelby Tube Samples:.....	\$ 35.00 / EACH
Client Performed Shelby Tube Sampling .....	Per tube not returned or damaged \$ 15.00 / EACH

Rock Drilling – (10 Foot Minimum):

Drilling With Tri-Cone Roller Bit: .....	\$ 30.00 / FOOT
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Rock Coring – (10 Foot Minimum):

NX Size Coring (0-50 FT.) .....	\$ 40.00 / FOOT
Cardboard Core Boxes (10 FT.) .....	\$10.00 / EACH

Soil Probing but w/o Logging:

Geoprobe Push Auger .....	\$ 8.00 / FOOT
Portable Concrete and/or Asphalt Core Drilling for Access: .....	\$ 20.00 / IN DIA. / 4" DEPTH

**NOTE:**

Unit Costs for above Drilling Services include labor. Mobilization items do **not** include the labor costs. Labor will be charged for mobilization in accordance with the Hourly Rate Schedule. Expendable materials will be charged at COST + 15%.

**GEOTECHNICS**

Soil & Material Testing

A Division of Klingner

4510 Paris Gravel Road Hannibal, MO 63401 (573) 221-7714 Voice (573) 221-7762 Fax	616 N.24 <sup>th</sup> Street Quincy, IL 62301 (217) 223-4456 Voice (217) 223-3603 Fax	610 N. 4th St., Suite 100 Burlington, IA 52601 (319) 753-0816 Voice (319) 752-3605 Fax	49 N. Prairie Street Galesburg, IL 61401 (309) 343-1268 Voice (309) 341-3781 Fax	907 E. Ash Street Columbia, MO 65201 (573) 355-5988 Voice	604 Liberty Street Ste 129 Pella, IA 50219 (515) 612-7402 Voice
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**UNIT PRICE SCHEDULE - LABORATORY TESTING**

**SOIL:**

Natural Moisture Content Determinations (ASTM D2216).....	\$ 7.00 EACH
Wet and Dry Density Determinations (ASTM D2166).....	\$ 12.00 EACH
Complete Description of Samples (Visual- Manual Procedure ASTM D 2488) .....	\$ 20.00 EACH
Atterberg Limit Determinations (ASTM D4318) .....	\$ 80.00 EACH

**PARTICLE SIZE ANALYSES:**

Percent Passing #200 Sieve Only (ASTM D1140).....	\$ 65.00 EACH
Percent Passing #4, #10, #40 & #200 (ASTM D422).....	\$ 75.00 EACH
Complete Sieve Analyses with Grain Size Distribution Curve (ASTM C136) .....	\$100.00 EACH
Hydrometer Analyses (ASTM D422).....	\$125.00 EACH

**UNCONFINED COMPRESSION TESTS:**

On Split-Spoon Samples (ASTM D2166).....	\$ 25.00 EACH
On Shelby Tube Sample (ASTM D2166).....	\$ 33.00 EACH
With Stress Strain Curve (ASTM D2166).....	ADD...\$ 75.00 EACH
Consolidation Tests (w/One Rebound Cycle) (ASTM D2435) .....	\$ 450.00 EACH
Swelling Pressure Tests (ASTM D4546 Method B).....	\$ 350.00 EACH
Specific Gravity Determinations (ASTM D854) .....	\$ 75.00 EACH
Flexible Wall Permeability Tests (ASTM D5084).....	\$ 425.00 EACH
Constant or Falling Head Permeability Tests (ASTM D2434) .....	\$ 250.00 EACH

**MOISTURE DENSITY TESTS (PROCTOR)**

Standard Proctor Tests (ASTM D698).....	\$ 200.00 EACH
Modified Proctor Tests (ASTM D1557).....	\$ 250.00 EACH
Relative Density Tests (ASTM D4253 & D4254).....	\$ 250.00 EACH
California Bearing Ratio (Soaked, Single Point) (ASTM D1883).....	\$ 450.00 EACH
Absorption, Course Aggregate (ASTM C127).....	\$130.00 EACH
Absorption, Fine Aggregate (ASTM C128).....	\$130.00 EACH
Sample Preparation for Aggregate Greater than ¾" .....	AT HOURLY RATES
Nuclear Density Gauge .....	\$12.00/TEST PLUS LABOR
Other Tests and Inspections Upon Request .....	AT HOURLY RATES

**CONCRETE:**

**UNCONFINED COMPRESSION TESTS:**

On Cylinders Molded by Geotechnics (ASTM C39).....	\$ 18.00 EACH
On Cylinders Molded by Others (ASTM C39).....	\$ 20.00 EACH
On Drilled Concrete Cores (ASTM C42) .....	\$ 30.00 EACH
Concrete Cylinder Molds (6" x 12") .....	\$ 2.00 EACH
Hold Cylinders Processed But Not Tested.....	\$ 10.00 EACH
2" Cubes (ASTM C109) .....	\$ 15.00 EACH
Grout Prisms (ASTM C1019).....	\$ 35.00 EACH
Flexural Strength Tests (ASTM C 78, Third Point Loading).....	\$ 40.00 EACH
Preparation of Concrete Cylinders .....	AT HOURLY RATES
Slump, Air Content, Temperature and Other Tests .....	AT HOURLY RATES
Mix Design Upon Request .....	AT HOURLY RATES
Sub-Consultant Services .....	AT COST + 15%

**ASPHALT :**

Testing and Inspection Upon Request .....	AT HOURLY RATES
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**NOTE :**

**SUPERVISION:** The Client will be charged in accordance with the Schedule of Hourly Rates for any Engineering Supervision required. Projects requiring large amounts of testing services will be quoted on an individual basis.

**GEOTECHNICS**

Soil & Material Testing

A Division of Klingner

4510 Paris Gravel Road Hannibal, MO 63401 (573) 221-7714 Voice (573) 221-7762 Fax	616 N.24 <sup>th</sup> Street Quincy, IL 62301 (217) 223-4456 Voice (217) 223-3603 Fax	610 N. 4th St., Suite 100 Burlington, IA 52601 (319) 753-0816 Voice (319) 752-3605 Fax	49 N. Prairie Street Galesburg, IL 61401 (309) 343-1268 Voice (309) 341-3781 Fax	907 E. Ash Street Columbia, MO 65201 (573) 355-5988 Voice	604 Liberty Street Ste 129 Pella, IA 50219 (515) 612-7402 Voice
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**HOURLY RATE SCHEDULE**  
**ENGINEERS AND TECHNICIANS**

<u>Classification</u>	<u>Rate Per Hour</u>
C1-C-4 Clerical .....	\$ 62.00
A-1 Administrative Aide .....	\$ 51.00
A-2 Administrative Assistant .....	\$ 73.00
A-3 Administrative Manager .....	\$110.00
A-4 General Manager .....	\$121.00
T-1 Technician I .....	\$ 58.00
T-2 Technician II .....	\$ 65.00
T-3 Technician III .....	\$ 78.00
T-4 Technician IV .....	\$ 85.00
T-5 Technician V .....	\$100.00
T-6 Technical Supervisor, Drilling Supervisor, Chief Lab Technician .....	\$112.00
P-1 Assistant Engineer .....	\$ 93.00
P-2 Intern Engineer .....	\$101.00
P-3 Engineer .....	\$114.00
P-4 Project Engineer .....	\$128.00
P-5 Senior Engineer .....	\$136.00
P-6 Project/Department/Branch Manager .....	\$159.00
P-7 Director of Engineering .....	\$182.00
P-8 Principal. Partner, Manager of Engineering .....	\$202.00

**REIMBURSIBLE EXPENSES (Partial listing):**

Mileage (may adjust due to fuel fluctuations).....	\$ 0.54 per Mile
Reproduction (i.e. Prints, Copies, Plans, etc).....	At Cost + 15%
Computer Aided Design/Drafting.....	\$15.00 per Hour
Global Positioning & Robotic Survey Equipment .....	\$20.00 per Hour
Long Distance & Cell Calls, Subsistence & Lodging .....	At Cost
Special Consultants .....	At Cost + 15%
Non-reusable Supplies .....	At Cost + 15%

**NOTE:**

The Client will be billed for travel time to and from the site to our office. This applies to drilling and sampling as well as construction materials testing and inspection projects. Hourly Rate Charges will be based upon those currently on file for the year in which the work is completed. Personnel assignments may be modified at our discretion based on workload demand.

**GEOTECHNICS**

Soil & Material Testing

A Division of Klingner

4510 Paris Gravel Road Hannibal, MO 63401 (573) 221-7714 Voice (573) 221-7762 Fax	616 N.24 <sup>th</sup> Street Quincy, IL 62301 (217) 223-4456 Voice (217) 223-3603 Fax	610 N. 4th St., Suite 100 Burlington, IA 52601 (319) 753-0816 Voice (319) 752-3605 Fax	49 N. Prairie Street Galesburg, IL 61401 (309) 343-1268 Voice (309) 341-3781 Fax	907 E. Ash Street Columbia, MO 65201 (573) 355-5988 Voice	604 Liberty Street Ste 129 Pella, IA 50219 (515) 612-7402 Voice
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**Klingner & Associates, P.C.**  
**Discipline List**

*Instructions: Please place a check mark in the Services Offered box next to those disciplines provided by your firm*

Discipline	Services Offered
Architecture	✓
Bridge Design	✓
Civil Engineering	✓
Construction Management	
Electrical Engineering	✓
Geotechnical Engineering	✓
Lab Testing	✓
Mechanical Engineering	✓
Planning	✓
Structural Engineering	✓
Surveying	✓
Traffic	✓
Transportation	✓
Acoustical	
Building Enclosure Consulting	✓
Control System Integration	
Design/Build	✓
Environmental	✓
Forensic	
GIS	
Industrial	✓
Interior Design	✓
Landscape Architecture	✓
Natural Gas	
Photogrammetry	
Telecommunications	
Water Resources	✓



## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 26<sup>th</sup> day of January, 2017, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Ross & Baruzzini (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2017 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2017. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

2.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide

reasons why the Consultant cannot provide or respond to the request for optional services.

**2.2 Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

**2.3 Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

**2.4 Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Resource Management, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

**3. Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this

calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

4. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.

5. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

6. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance

exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

7. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

8. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

9. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

10. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

11. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

14. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

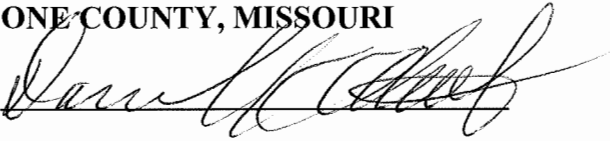
ROSS & BARUZZINI

By   
Michael E. Shea, AIA

Title Senior Vice President

Dated: January 9, 2017

BOONE COUNTY, MISSOURI

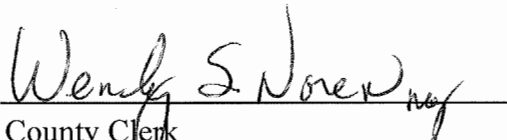
By   
Presiding Commissioner

Dated: 1-26-17

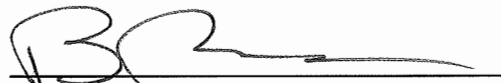
APPROVED AS TO FORM:

  
County Attorney

ATTEST:

  
County Clerk

APPROVED:

  
Director, Boone County Resource Management



# Ross & Baruzzini

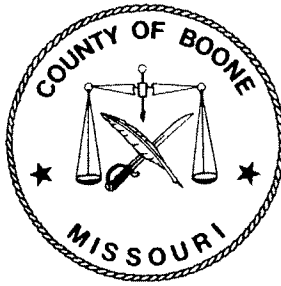
## STANDARD HOURLY RATES

As of January 1, 2017

Good through December 31, 2017

<i>Classification</i>	<i>Rates</i>
Senior Principal	\$265.00
Project Principal	\$245.00
Senior Design Consultant	\$210.00
Senior Project Manager	\$175.00
Design Consultant	\$164.00
Project Manager	\$156.00
Commissioning Authority	\$155.00
Senior Engineer/Architect	\$142.00
Construction Engineer/Architect	\$132.00
Project Engineer/Architect	\$130.00
Engineer	\$125.00
Commissioning Agent	\$120.00
Architect	\$106.00
Senior Designer	\$96.00
Commissioning Field Engineer	\$82.00
Designer	\$82.00
Senior Project Coordinator	\$82.00
Interior Designer	\$65.00
Technician	\$62.00
Project Coordinator	\$60.00
Intern	\$46.00





**Ross & Baruzzini**  
**Discipline List**

*Instructions: Please place a check mark in the Services Offered box next to those disciplines provided by your firm*

Discipline	Services Offered
Architecture	✓
Bridge Design	
Civil Engineering	
Construction Management	
Electrical Engineering	✓
Geotechnical Engineering	
Lab Testing	
Mechanical Engineering	✓
Planning	✓
Structural Engineering	
Surveying	
Traffic	
Transportation	✓
Acoustical	
Building Enclosure Consulting	✓
Control System Integration	✓
Design/Build	✓
Environmental	
Forensic	
GIS	
Industrial	✓
Interior Design	✓
Landscape Architecture	
Natural Gas	
Photogrammetry	
Telecommunications	✓
Water Resources	

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 26<sup>th</sup> day of January, 2017, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Simon and Associates (herein "Consultant").

**IN CONSIDERATION OF** the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2017 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2017. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

2.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide

reasons why the Consultant cannot provide or respond to the request for optional services.

**2.2 Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

**2.3 Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

**2.4 Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Resource Management, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

**3. Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this

calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

4. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.

5. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

6. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance

exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

7. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

8. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

9. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

10. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

11. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.


12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

14. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

**SIMON AND ASSOCIATES**

By 

Title vice-president

Dated: 1-11-17

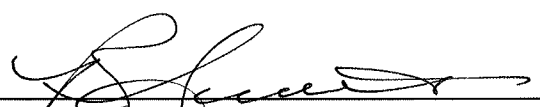
**BOONE COUNTY, MISSOURI**

By 

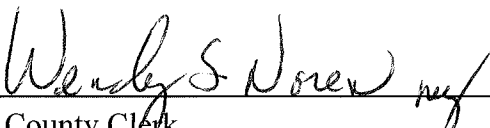
Presiding Commissioner

Dated: 1-26-17


APPROVED AS TO FORM:

  
County Attorney

ATTEST:

  
County Clerk

APPROVED:

  
Director, Boone County Resource Management



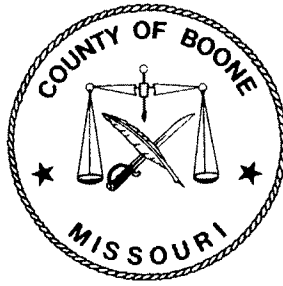


**SIMON ASSOCIATES, INC.**  
ARCHITECTURE

**Fiscal Year 2017**

Simon Associates Inc. proposes to provide project services on an hourly fee basis for Boone County Commission at the following rates:

Architect	\$120.00 /hour
Architect Intern	\$85.00 /hour
Draftsperson	\$65.00 /hour



**Simon and Associates**  
**Discipline List**

*Instructions: Please place a check mark in the Services Offered box next to those disciplines provided by your firm*

Discipline	Services Offered
Architecture	✓
Bridge Design	
Civil Engineering	
Construction Management	
Electrical Engineering	
Geotechnical Engineering	
Lab Testing	
Mechanical Engineering	
Planning	✓
Structural Engineering	
Surveying	
Traffic	
Transportation	
Acoustical	
Building Enclosure Consulting	
Control System Integration	
Design/Build	
Environmental	
Forensic	
GIS	
Industrial	
Interior Design	
Landscape Architecture	
Natural Gas	
Photogrammetry	
Telecommunications	
Water Resources	

## GENERAL CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Shafer, Kline & Warren (herein "Consultant").

**IN CONSIDERATION OF** the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2017 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2017. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

2.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide

reasons why the Consultant cannot provide or respond to the request for optional services.

**2.2 Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

**2.3 Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

**2.4 Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Resource Management, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

**3. Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this

calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

4. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.

5. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

6. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance

exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

7. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

8. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

9. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

10. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

11. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

14. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.


SHAFER, KLINE & WARREN

By 

Title Vice President

Dated: 1/9/2017

BOONE COUNTY, MISSOURI

By 

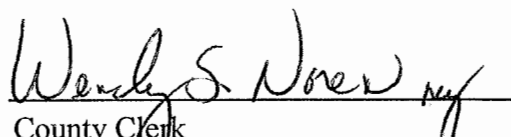
Presiding Commissioner

Dated: 1-26-17

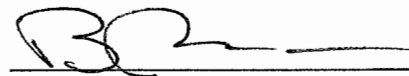
APPROVED AS TO FORM:

  
County Attorney

ATTEST:

  
County Clerk

APPROVED:

  
Director, Boone County Resource Management



# HOURLY RATE SCHEDULE



Project or Construction Manager		Engineer, Surveyor, GIS Consultant, Specialist, Landscape Architect, Designer, Planner or Programmer	
PM 10	\$ 190.00	A 8	\$ 170.00
PM 9	180.00	A7	160.00
PM 8	170.00	A6	150.00
PM 7	160.00	A5	140.00
PM 6	155.00	A4	130.00
PM 5	140.00	A3	120.00
PM 4	130.00	A2	110.00
PM 3	120.00	A1	100.00
PM 2	110.00	A0	90.00
PM 1	100.00		

Construction Observer or Engineering / Survey / Corrosion / Data - Technician		Survey Crew	
T7	\$ 120.00	3 SC	\$ 165.00
T6	110.00	2 SC	145.00
T5	100.00	1 SC	100.00
T4	90.00		
T3	80.00		
T2	70.00		
T1	60.00		
T0	50.00		

Survey Truck Mileage		Passenger Car, Truck Mileage	
TMILE	Federal rate plus \$0.30/mile	PMILE	Based on Federal Guidelines
	Per Diem		Expenses
PERD	Based on Federal Guidelines Per Location or Agreed to Rate (average is currently \$140/day)	EXPENSES	Cost + 10% unless otherwise noted

Effective: January 1, 2016



## Kelle Westcott

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**From:** Wesolowski, Danielle <Danielle.Wesolowski@skw-inc.com>  
**Sent:** Wednesday, January 18, 2017 1:22 PM  
**To:** Kelle Westcott  
**Subject:** RE: Consultant Service Agreement

Thank you, Ms. Westcott.

Yes, our 2016 rate sheet remains in effect in 2017.

We appreciate your thorough review of our qualifications and look to continue our relationship with Boone County, Missouri.

Best regards,

Danielle

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Danielle Wesolowski  
Direct: (913) 307-2516 Cell: (913) 237-5336

11250 Corporate Avenue, Lenexa, KS 66219 Office: (913) 888-7800 | Fax: (913) 888-7868

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**SHAFER, KLINE & WARREN | SURVEYING-- | ENGINEERING-- | CONSTRUCTION-**  
- | [www.skw-inc.com](http://www.skw-inc.com)

This e-mail and any attachments are intended only for use by the addressee(s) named herein and may contain confidential or proprietary information. If you are not a named addressee, you are hereby notified that any use, dissemination, distribution or copying of this e-mail and any attachments is strictly prohibited. If you have received this e-mail in error, please notify the sender by replying to this e-mail and permanently delete the original and any copy of this e-mail and any attachment and destroy any printout thereof.

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

County of Clay )  
 )ss  
State of Missouri )

My name is Janet Jakobe Gray. I am an authorized agent of Shofer  
Kline & Warren (Consultant). This business is enrolled and participates in a federal work  
authorization program for all employees working in connection with services provided to the  
County. This business does not knowingly employ any person that is an unauthorized alien in  
connection with the services being provided. Documentation of participation in a federal work  
authorization program is attached hereto.

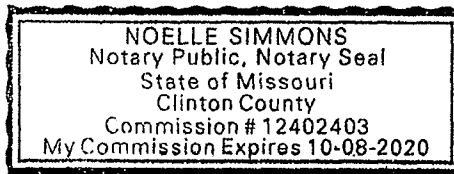
Furthermore, all subcontractors working on this contract shall affirmatively state in  
writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter  
be in violation and submit a sworn affidavit under penalty of perjury that all employees are  
lawfully present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

Janet Jakobe Gray 1/6/17  
Affiant Date

JANET JAKOBE GRAY  
Printed Name

Subscribed and sworn to before me this 6<sup>th</sup> day of January, 2017.

Noelle Simmons  
Notary Public





**Shafer, Kline & Warren**  
**Discipline List**

*Instructions: Please place a check mark in the Services Offered box next to those disciplines provided by your firm*

Discipline	Services Offered
Architecture	
Bridge Design	✓
Civil Engineering	✓
Construction Management	✓
Electrical Engineering	✓
Geotechnical Engineering	
Lab Testing	
Mechanical Engineering	✓
Planning	✓
Structural Engineering	✓
Surveying	✓
Traffic	✓
Transportation	✓
Acoustical	
Building Enclosure Consulting	
Control System Integration	✓
Design/Build	✓
Environmental	✓
Forensic	
GIS	✓
Industrial	
Interior Design	
Landscape Architecture	✓
Natural Gas	✓
Photogrammetry	
Telecommunications	
Water Resources	✓



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the

26th

day of January

20 17

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Center Chambers by Mid-Missouri Peaceworks for February 12, 2017 from 5:30 p.m. to 9:00 p.m.

Done this 26th day of January, 2017.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill  
Presiding Commissioner

Absent

Fred J. Parry  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner



# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use the Roger B. Wilson Boone County Government Center conference rooms or Centralia Satellite Office as follows:

Organization: Mid-Missouri Peaceworks  
Address: 804-C E. Broadway  
City: Columbia State: MO ZIP Code 65201  
Phone: 573-875-0539 Website: www.midmopeaceworks.org

Individual Requesting Use: Mark Haim Position in Organization: Director

Facility requested:  Chambers  Room 301  Room 311  Room 332  Centralia Clinic

Event: Solidarity Network Meeting

Description of Use (ex. Speaker, meeting, reception): Planning meeting

Date(s) of Use: 2/12/17

Start Time of Setup: 5:30 p.m. AM/PM Start Time of Event: 6 p.m. AM/PM

End Time of Event: 8:30 p.m. AM/PM End Time of Cleanup: 9 p.m. AM/PM

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

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Mark Haim/Director

Phone Number: 573-875-0539 Date of Application: 1-23-17

Email Address: mail@midmopeaceworks.org

## PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

ATTEST:

Wendy S. Nowe  
County Clerk

BOONE COUNTY, MISSOURI

[Signature]  
County Commissioner

DATE: 1-26-17



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

26th

day of January

20 17

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Center Chambers by Mid-Missouri Fellowship of Reconciliation for January 30, 2017 from 12:00 p.m. to 10:00 p.m.

Done this 26th day of January, 2017.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill  
Presiding Commissioner

Absent

Fred J. Parry  
District I Commissioner

Janet M. Thompson

Janet M. Thompson  
District II Commissioner



# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Mid-Missouri Fellowship of Reconciliation (FOR)

Address: PO Box 268

City: Columbia State: MO ZIP Code 65205

Phone: 573-449-4585 Website: \_\_\_\_\_

Individual Requesting Use: Jeff Stack Position in Organization: Coordinator

Facility requested:  Chambers  Room 301  Room 311  Room 332  Centralia Clinic

Event: Brainstorming session and action-plan development toward ending homelessness in Boone County

Description of Use (ex. Speaker, meeting, reception): meeting open to all members of the public

Date(s) of Use: Monday, Jan. 30, 2017

Start Time of Setup: 12 Noon AM/PM Start Time of Event: 1:00 pm AM/PM

End Time of Event: 9:00 pm AM/PM End Time of Cleanup: 10:00 pm AM/PM

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

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Jeff Stack/Coordinator

Phone Number: 573-449-4585 Date of Application: Jan. 24, 2017

Email Address: jstack@formissouri.org

**Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonecountymo.org](mailto:commission@boonecountymo.org).**

## PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

ATTEST:

Wendy S. Norew  
County Clerk

BOONE COUNTY, MISSOURI  
[Signature]  
County Commissioner

DATE: 1-26-17