

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2007

In the County Commission of said county, on the 13th day of March 20 07

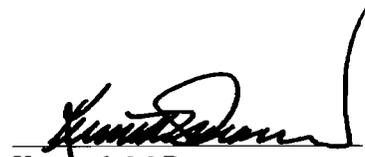
the following, among other proceedings, were had, viz:

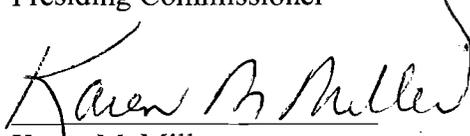
Now on this day the County Commission of the County of Boone does hereby award 05-08 Skid Steer with Attachments to Crown Power & Equipment. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 13th day of March, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT FOR
SKID STEER WITH ATTACHMENTS**

THIS AGREEMENT dated the 13 day of March 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Crown Power & Equipment**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the Motor Graders, bid number **05-08FEB07** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated February 7, 2007 and executed by Robert Crane, 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 terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following:

- | | |
|--|-------------|
| • Item 4.8.1. – Skid Steer as Per Section 2.2 | \$35,912.00 |
| • Item 4.8.2. – Grapple Attachment | \$3,602.00 |
| • Item 4.8.3. – 78" Tiller Attachment | \$4,773.00 |
| • Option 1 (Door/Window/Heater Per Section 2.2.16) | \$2,075.00 |
| • Full Machine 1 Year/Unlimited Hour Warranty | No Charge |
| • For a total cost of | \$46,362.00 |

3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 60 days after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to Boone County Public Work's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services 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.

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. **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.

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

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

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

CROWN POWER & EQUIPMENT

by Robert Crane
title CE/UT Sale Rep.

APPROVED AS TO FORM:

[Signature]
County Counselor

BOONE COUNTY, MISSOURI

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

ATTEST:

Wendy S. Nore
Wendy S. Nore, County Clerk

AUDITOR CERTIFICATION

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

[Signature]
Signature by cfj

3/7/07
Date

2040/91300 - \$46,362.00

Appropriation Account

4. Response Form

- 4.1. Company Name: Crown Power & Equipment
- 4.2. Address: 1881 Platherville Rd
- 4.3. City/Zip: Columbia, Mo 65202
- 4.4. Phone Number: 573-443-4541
- 4.5. Fax Number: 573-442-9754
- 4.6. E-Mail Address: r.crane@Crown-Power.com
- 4.7. Federal Tax ID: 43-1613306
- 4.7.1. () Corporation
- 4.7.1. (X) Partnership - Name Crown Power & Equipment Co.
- 4.7.1. () Individual/Proprietorship - Individual Name _____
- 4.7.1. () Other (Specify) _____

| 4.8. PRICING | | | | |
|--------------|--|---|-------------|-------------------------|
| | | Unit Price | Qty | Extended Price |
| 4.8.1. | Skid Steer (as per Section 2.2.) | \$ 35912 ⁰⁰ | 1 | \$ 35,912 ⁰⁰ |
| 4.8.2. | Grapple Attachment | \$ 3602 ⁰⁰ | 1 | \$ 3602 ⁰⁰ |
| 4.8.3. | 78" Tiller Attachment | \$ 4773 ⁰⁰ | 1 | \$ 4773 ⁰⁰ |
| 4.8.4. | Option 1 (door/window/heater per Section 2.2.16.) | \$ 2075 ⁰⁰ | 1 | \$ 2075 ⁰⁰ |
| 4.9. | Cash Discount | \$ 0 | net 30 days | |
| 4.10. | GRAND TOTAL (4.8.1. + 4.8.2. + 4.8.3. - 4.9.) DO NOT INCLUDE OPTION 1 | | | \$ 44,287 ⁰⁰ |
| 4.11. | Percentage Discount off list price of OEM parts: | 0 | % | |
| 4.12. | Describe Any Deviations | NA | | |
| | | Add AC to Cab. \$811 ⁰⁰ | | |
| 4.13. | Describe any warranty restrictions (skid steer and attachments) | 78" tiller High Flow Grapple Heavy Duty Bigger tires | | |
| | | NA | | |

4.14. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.14.1. Authorized Representative (Sign By Hand):

Robert Crane Date: 2/7/07

4.14.2. Print Name and Title of Authorized Representative

Robert Crane

4.15. 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

4.16. Delivery ARO: 60 Days or Sooner

Product Support Policy

Crown Power & Equipment is the market leader in the small to medium construction equipment in the area that we service. We gained this lead by having an excellent product to sell. We have continued to hold this market position by supplying our customers excellent parts, and service support. We believe that equipment is only as good as the people who sell and support the product. Below is an overview of our product support program.

Maintenance Parts

We have our stocking levels for maintenance parts set at a level where we do not believe that we could ever run out of these faster moving parts items. If this did happen, we have the option of pulling inventory from our other locations in Jefferson City or Eldon. If by chance this option would not work, we receive our case parts from a parts depot in Kansas City, MO. Both of these options will result in 24 hour service for our customers.

Non-Maintenance Parts

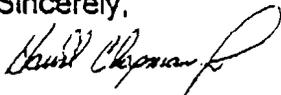
In regard to non-maintenance parts needs, the same plan as above applies. With the volume of equipment that we sell, we must stock more of these parts to support our equipment. If needed, we can pull parts out of all of the Case parts depots in North America and meet your 48 hour delivery request.

Service Department

We have an adequate staff of trained service technicians to support the needs of our customers. We offer 7-24 hour service in season to all our customers. We would be glad to supply the city with additional training in regard to service and maintenance of the machines you currently own. This training and pre-planning will also decrease your down time.

If you have any more questions, please feel free to call myself, Robert Crane, or Ed Rowland.

Sincerely,



Harold Chapman Jr.
General Manager
Crown Power & Equipment Co.

450 SKID STEER TIER II CERTIFIED

ENGINE

| | | |
|--------------------------|---|--|
| Model | Case Family III 445T/M2 diesel, Tier II certified | |
| Type | 4-stroke, turbocharged | |
| Cylinders | 4 | |
| Bore/Stroke | 4.1 x 5.2 in (104 x 132 mm) | |
| Displacement | 274 in ³ (4.5 L) | |
| Fuel injection | Direct | |
| Fuel | #2 Diesel | |
| Fuel filter | In-line strainer | |
| Air intake | Cross-flow | |
| Cooling | Liquid | |
| Engine speeds (rpm) | | |
| High idle - no load | 2480±50 | |
| Rated - full load | 2300 | |
| Low idle | 1050±50 | |
| Horsepower per SAE J1349 | | |
| Cross | 89 (66 kW) @ 2300 rpm 82 (61 kW) @ 2300 rpm | |
| Peak torque | | |
| @ 1400 rpm | 263 lb-ft (357 N·m) | |

ENGINE COOLING

| | | |
|------------------------------|--|--|
| Radiator | | |
| Core type | Square wave serpentine | |
| Core size area | 450 in ² (.290 m ²) | |
| Rows of tubes | 3 | |
| Cap pressure | 13 psi (89.6 kPa) | |
| Fan | | |
| Diameter | 20.4 in (518 mm) | |
| Ratio | 1.1:1 | |
| Water pump | | |
| Style | Integral | |
| Flow | 52.8 gpm (200 L/min) | |
| Engine lubrication | | |
| Pump | Deep sump with plate cooler and pressurized under-piston nozzles | |
| Pump operating angle ratings | | |
| Side-to-side | Rated 35° | |
| Fore and aft | Rated 35° | |
| Oil filtration | Replaceable, full-flow cartridge | |

POWERTRAIN

| | | |
|--|---|--|
| Drive pump | Tandem, axial piston hydrostatic transmission with integral charge pump driven directly off engine flywheel | |
| Pump to engine ratio | 1:1 | |
| Displacement | 0 to 2.81 in ³ (46 cc) | |
| Pump flow @ rated rpm | 28 gpm (106 L/min) | |
| Flow | Bi-directional | |
| Charge pressure | 360 psi (24 bar) | |
| System relief | 5,220 psi (360 bar) | |
| Controls | Servo | |
| Drive motors | Fixed displacement radial piston | |
| Maximum displacement | 40.3 in ³ (660 cc) | |
| Speed @ rated engine rpm | | |
| @ max displacement | 160 rpm | |
| Optional high speed | 294 rpm | |
| Torque @ max displacement and relief pressure | 2,788 lb-ft (3,780 N·m) | |
| Travel speed – mph (km/h) | | |
| Low range | 0 - 6.2 (10.0) | |
| High range (optional) | 0 - 11.3 (18.1) | |
| Final drive | Single-reduction chain drive | |
| Drive chain | | |
| Size | ASA #120HS | |
| Tensile strength | 41,000 lb (182,384 N) | |
| Axles | | |
| One-piece, forged induction-hardened high carbon steel | | |
| Max torque @ max displacement and relief pressure | 6,816 lb-ft (9241 N·m) | |
| Diameter | 2.5 in (63.5 mm) | |
| Length | 14.92 in (379 mm) | |
| Parking brakes | Spring-applied, hydraulic release | |
| Engagement | Depress on/off brake button, raise seat bar, get off seat, or stop engine | |

HYDRAULIC SYSTEM

| | | |
|---------------------------------------|--|--|
| Standard equipment pump | | |
| Type | Gear pump | |
| Displacement | 2.2 in ³ /rev (36 cc) | |
| Pump flow @ rated engine rpm | | |
| Total | 21.9 gpm (83 L/min) | |
| Optional high flow @ rated engine rpm | | |
| Total | 41.8 gpm (158 L/min) | |
| Loader control valve | 3-spool open-center series with power beyond port | |
| Relief pressure | 3050 psi (210 bar) | |
| Port relief pressures | | |
| #1B Raise | 3800 psi (260 bar) | |
| #2A Rollback | 3800 psi (260 bar) | |
| #2B Dump | 3350 psi (230 bar) | |
| Hydraulic lines | | |
| Tubing | 37° JIC Flare | |
| Loop hoses | SAE 100 R12 | |
| Hydraulic oil cooler | | |
| Core type | Two row in-line | |
| Hydraulic filter | 6-micron spin-on replaceable element on the return line with warning indicator | |

INSTRUMENTATION

| | |
|--------------------------------|--|
| Indicators | |
| Digital Hourmeter | |
| Level LCD bar graph with alarm | |
| Warning lights with alarms | |
| Engine coolant temperature | |
| Engine oil pressure | |
| Air cleaner restriction | |
| Hydraulic charge pressure | |
| Hydraulic filter restriction | |
| Hydraulic oil temperature | |
| Warning alarms | |
| Battery voltage (plus display) | |
| Indicator light | |
| Engine preheat | |
| Parking brake | |
| Seat bar reminder | |

ELECTRICAL SYSTEM

| | |
|---|--------|
| Alternator | 95 amp |
| Starter | 3.3 kW |
| Battery | |
| 12-volt low-maintenance 850 cold-cranking amps @ 0° F (-18 C) | |

OPERATOR ENVIRONMENT

| |
|--|
| No-tool tilt ROPS/FOPS canopy w/side screens |
| Water-shedding vinyl seat |
| Seat presence switch |
| 2 in (51 mm) retractable seat belt |
| Restraint bar w/integral armrests |
| Two adjustable, hands-only control levers |
| Hand and foot throttles |
| Loader control lockout system |
| Rear window w/escape provision |
| Front and rear halogen floodlights |
| Floor cleanout panel |

CYLINDERS

| | |
|-----------------|-------------------|
| Lift cylinder | |
| Bore diameter | 2.25 in (57.2 mm) |
| Rod diameter | 1.75 in (44.4 mm) |
| Stroke | 38.2 in (970 mm) |
| Closed length | 52.0 in (1320 mm) |
| Bucket cylinder | |
| Bore diameter | 2.5 in (63.5 mm) |
| Rod diameter | 1.5 in (38.1 mm) |
| Stroke | 23.2 in (590 mm) |
| Closed length | 47.4 in (1204 mm) |

OPERATING WEIGHTS

| | |
|--|--------------------|
| Unit equipped with 12 x 16.5 tires, 73 in (1.85 m) long lip dirt bucket, mechanical attachment coupler, full fuel tank and 165 lb (75 kg) operator | |
| | 8,620 lb (3909 kg) |
| Shipping weight | 7,865 lb (3567 kg) |
| Add-on weights | |
| Side cab glass | +70 lb (32 kg) |
| Lexan® door | +70 lb (32 kg) |
| Glass door w/wiper | +77 lb (35 kg) |
| Heater | +60 lb (27 kg) |
| Suspension seat | +10 lb (4.5 kg) |
| High flow auxiliary hydraulics | 269 lb (122 kg) |
| Hydraulic attachment coupler | +38 lb (17 kg) |
| Counterweight | +850 lb (385 kg) |

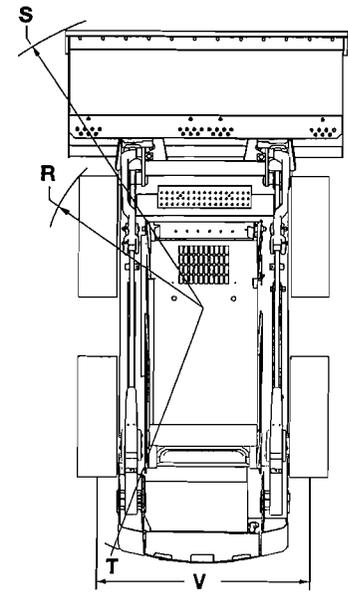
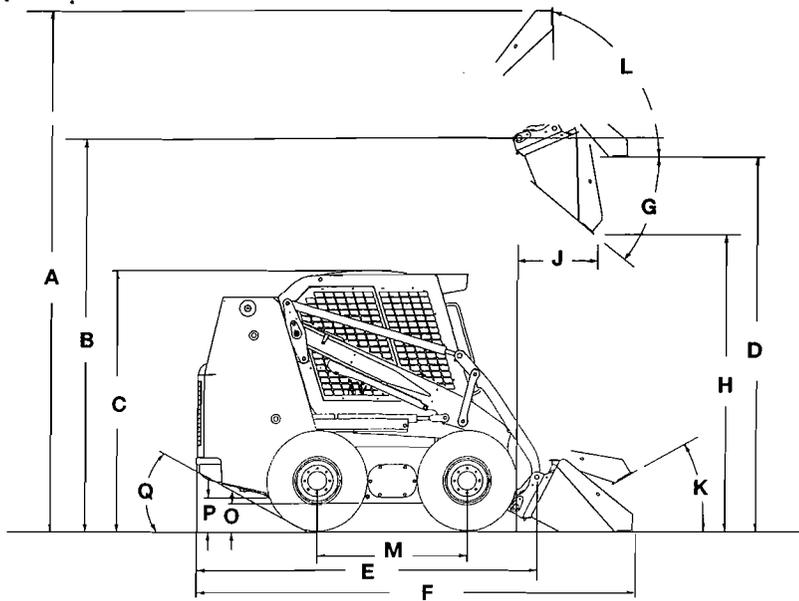
SERVICE CAPACITIES

| | |
|------------------------|--------------------|
| Fuel tank | 20.7 gal (78.3 L) |
| Engine oil w/filter | 12.7 qt gal (12 L) |
| Engine cooling system | 18 qt (17 L) |
| Hydraulic system | |
| Reservoir | 6.5 gal (24.5 L) |
| Total | 17 gal (64.3 L) |
| Chain tanks (per side) | 8 qt (7.6 L) |

TIRE SELECTION

| | Size | Ply Rating | Tread Depth | Tire Width | Width Over Tires | Tire Weight* |
|----------------------|-----------------|------------|--------------------|---------------------|-------------------|---------------------|
| Solideal Hauler SKS | 12.00 x 16.5 | 10 | 0.75 in (19 mm) | 13.1 in (333 mm) | 72 in (1.83 m) | 74 lb (33.6 kg) |
| Galaxy Beefy Baby II | 12.00 x 16.5 | 10 | 0.81 in (21 mm) | 12.4 in (315 mm) | 72 in (1.83 m) | 82 lb (37.2 kg) |
| Galaxy Hippo | 33/15.50 x 16.5 | 12 | 0.81 in (21 mm) | 15.2 in (386 mm) | 72 in (1.83 m) | 94 lb (42.6 kg) |
| Galaxy King Kong | 12.00 x 16.5 | 12 | 1.25 in (32 mm) | 11.6 in (295 mm) | 72 in (1.83 m) | 97 lb (44 kg) |
| Galaxy Bulky Hulk | 33/15.50 x 16.5 | 14 | 1.37 in (35 mm) | 15.1 in (384 mm) | 80 in (2.03 m) | 117 lb (53.1 kg) |

NOTE: *Tire weight does not include wheel weight.



DIMENSIONS*

| | | |
|-----------|--|-------------------|
| A. | Overall operating height | |
| | Dirt bucket | 150.3 in (3.82 m) |
| | Light material bucket | 158.9 in (4.04 m) |
| | Height to | |
| B. | Bucket hinge pin | 124.5 in (3.16 m) |
| C. | Top of rollover protective structure | 80.5 in (2.05 m) |
| D. | Bottom of level bucket, loader arm fully raised | 116.5 in (2.96 m) |
| | Overall length | |
| E. | w/o attachment w/coupler | 108.7 in (2.77 m) |
| F. | w/dirt bucket on ground | 140.8 in (3.59 m) |
| F. | w/light material bucket on ground | 148.5 in (3.79 m) |
| G. | Dump angle at maximum height | |
| | Dirt bucket | 40° |
| | Light material bucket | 35° |
| H. | Dump height – loader arm fully raised | |
| | Dirt bucket | 94.5 in (2.40 m) |
| | Light material bucket | 93.0 in (2.36 m) |
| J. | Dump reach – loader arm fully raised | |
| | Dirt bucket | 26.7 in (678 mm) |
| | Light material bucket | 35.3 in (896 mm) |
| | Maximum attachment rollback | |
| K. | Bucket on ground | 30° |
| L. | Bucket at full height | 55° |
| M. | Wheelbase | 46.06 in (1.17 m) |
| | Ground clearance | |
| O. | Bottom of chain case | 9.1 in (230 mm) |
| P. | Bottom of belly pan | 11 in (279 mm) |
| P. | Bottom of optional counterweight | 9.1 in (230 mm) |
| Q. | Angle of departure | 28° |
| | Clearance circle front | |
| R. | less bucket | 54.5 in (1.38 m) |
| S. | w/73 in (1.85 m) dirt bucket on ground | 84.3 in (2.14 m) |
| S. | w/84 in (2.08 m) dirt bucket on ground | 86.3 in (2.19 m) |
| S. | w/84 in (2.08 m) light material bucket on ground | 93.3 in (2.37 m) |
| T. | Clearance circle rear | 70.2 in (1.78 m) |
| V. | Tread width, centerline to centerline | 59.7 in (1.52 m) |

*Equipped with 12 x 16.5 tires.

PERFORMANCE SPECS

| | |
|--------------------|----------------------|
| Operating load | 2,450 lb (1111 kg) |
| with counterweight | 2,575 lb (1168 kg) |
| Tipping load | 4,900 lb (2223 kg) |
| with counterweight | 5,150 lb (2336 kg) |
| Breakout force | |
| Lift cylinder | 5,496 lbf (24 447 N) |
| Bucket cylinder | 7,600 lbf (33 806 N) |
| Dig depth | |
| w/bucket flat | 0.24 in (6 mm) |
| Cycle time | |
| Raise | 3.5 seconds |
| Lower | 2.2 seconds |
| Dump | 2.2 seconds |
| Rollback | 1.6 seconds |

NOTE: SAE rated lift capacities. Cycle time measured with rated load in bucket.

OPTIONAL BUCKETS

| Type | Width inch (m) | Weight lb (kg) | Heaped Capacity ft³ (m³) |
|---------|-------------------|-------------------|--------------------------------|
| Dirt | 73 (1.9) | 553 (251) | 16.8 (.48) |
| | 84 (2.1) | 620 (281) | 19.4 (.55) |
| | 73 (1.9) | 621 (282) | 16.8 (.48) |
| HD Dirt | 84 (2.1) | 676 (307) | 19.4 (.55) |
| | 73 (1.9) | 628 (285) | 22.4 (.63) |
| | 84 (2.1) | 674 (306) | 25.7 (.73) |
| Utility | 73 (1.9) | 696 (316) | 22.4 (.63) |
| | 84 (2.1) | 755 (343) | 25.7 (.73) |
| | 82 (2.1) | 584 (265) | 32.5 (.92) |

STANDARD EQUIPMENT

OPERATOR'S COMPARTMENT

ROPS/FOPS canopy w/side screens
Controls tilt ROPS/FOPS
Instrument panels
Water-shedding vinyl seat
2 in (51 mm) retractable seat belt
Hand & foot throttles
Ergonomic hand controls
Seat bar w/integral arm rests
Loader control lockout system
Electric brake control
Rear window w/emergency escape feature
Floor cleanout panel

LOADER

Radial lift linkage
Mechanical two-way self-leveling linkage
Power Cycle bucket linkage
Mechanical attachment coupler

OPTIONAL EQUIPMENT

OPERATOR'S COMPARTMENT

Vinyl suspension seat w/ 2 in (51 mm) retractable seat belt or with shoulder harness
Vinyl suspension seat w/ 3 in (76 mm) retractable seat belt
Electric auxiliary hydraulic control
Glass front door w/wiper & washer
Sliding side windows
Air conditioning
Heater (deluxe)
Accessory power outlet
Floor mat w/footrests
Headliner

ENGINE

Case Family III 445T/M2 diesel
Tier II Certified
Integral engine oil cooling
Fuel filter w/water trap
Dual element air cleaner
95 amp alternator
850 CCA 12-volt battery
Heavy-duty radiator

POWERTRAIN

Hydrostatic four wheel drive
Servo controls
ASA #120HS drive chain
SAHR disc parking brakes

LOADER

Auxiliary front electric control
Ride Control
Hydraulic attachment coupler

HYDRAULICS

Auxiliary high-flow 3050 psi (210 bar) - 41.8 gpm (158 L/min)
Attachment case drain plumbing
Electronically controlled auxiliary hydraulics
Second auxiliary hydraulics

ENGINE

Coolant block heater
Grid heater

HYDRAULICS

Auxiliary hydraulics 3050 psi (210 bar) - 21.9 gpm (83 L/min),
Auxiliary interlock system
Loader arm mounted ISO flat face hydraulic quick connectors
Loader function lockout system
Auxiliary function lockout override
Loader lift lockout override
3-spool loader control valve
Heavy-duty oil cooler
Loader arm float position

OTHER

Integral bumper counterweight
Lockable service access hood
Single-point daily servicing
Halogen lights, 2-front, 1-rear
Rear tail lights
Options harness

OTHER

2-speed ground drive
Backup alarm and horn package
Rotating beacon
850 lb (385 kg) counterweight
Lift hooks
Drawbar
Heavy-duty rear door
Special paint
Language decals
Factory-installed tires - see page 2
Buckets - see page 3
Bolt-on spill guards
Bolt-on cutting edges
42 in (1.07 m)/48 in (1.22 m) pallet forks
Jump start terminals/battery disconnect switch
Steel tracks

NOTE: All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.

NOTE: All engines meet current EPA emissions requirements.

IMPORTANT: CNH America LLC reserves the right to change these specifications without notice and without incurring any obligation relating to such change. CNH America LLC does not warrant the safety or reliability of attachments from other manufacturers.

is a registered trademark of CNH America LLC. Any trademarks referred to herein, in association with goods and/or services of companies other than CNH America LLC, are the property of those respective companies.



www.casece.com



Tiller

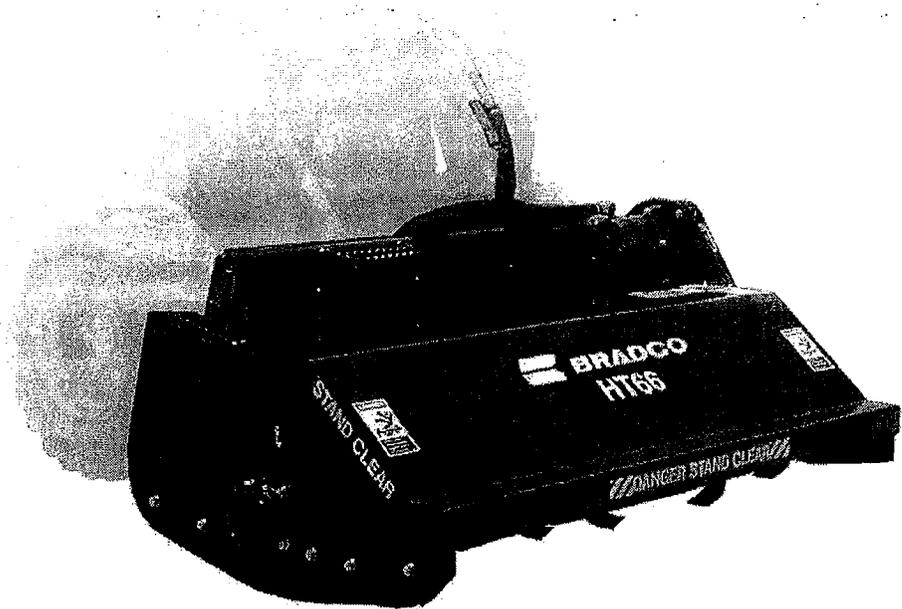
HT52, HT66, & HT78 models available for skid-steer loaders

FEATURES

- Available in 52", 66" & 78"
- Front edge is designed to level out uneven ground
- Exclusive two position offset mount on 66" & 78" Tiller that covers wheel tracks and allows tight cut next to obstacles
- Industry exclusive on 66" with dual hitch both off-set and center mount
- Standard dual rotation with bi-directional tines
- Replaceable abrasion resistant knife edge allows clean edging next to sod
- Scarifier assembly significantly increases productivity by combining the tractive effort and force of the loader with hydraulic horse power of the Tiller
- 2 year limited warranty



PALADIN LIGHT CONSTRUCTION

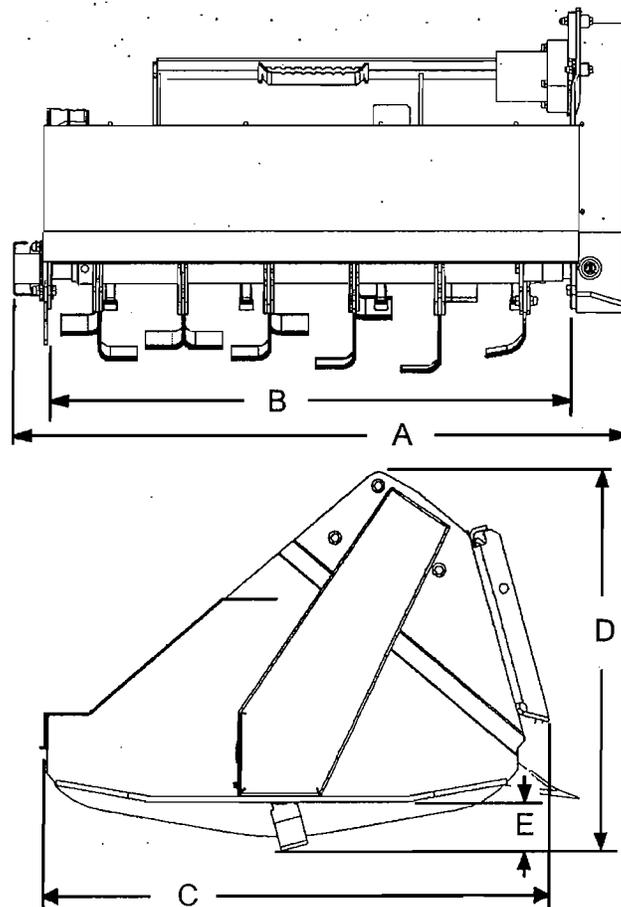


Tiller

FEATURES:

- Productivity is further improved with a high torque efficient chain system & high clearance hood to handle trash
- Easily adjusted chain tension with CAM lock system
- Choice of tines for 4" and 6" tilling depth
- Single wide skid-shoe protects drive and controls depth
- Replaceable sod cutter for offset side, made from high abrasion resistant steel
- Higher clearance hood design eliminates clogging and turning resistance
- Premium grade bearings
- Adjustable scarifier depth
- 2 year limited warranty

| Tiller | HT52 | HT66 | HT78 |
|--|----------|----------|----------|
| order codes | 102000 | 100935 | 103286 |
| A. Width (overall) | 62" | 76" | 88" |
| B. Tilling Width (maximum) | 52" | 66" | 78" |
| C. Length (overall) | 48" | 48" | 48" |
| D. Height (overall) | 35" | 35" | 35" |
| E. Tilling Depth (varies with tine option) | 4" to 6" | 4" to 6" | 4" to 6" |
| Weight (lbs) | 750 | 1,000 | 1,300 |
| Number of Tines | 24 | 32 | 40 |
| Number of Scarifier Teeth (optional) | 4 | 5 | 6 |
| Recommended Hydraulics | GPM | GPM | GPM |
| Motor Kit #102065 | 14 to 17 | 14 to 17 | NA |
| Motor Kit #102066 | 18 to 28 | 18 to 28 | NA |
| Motor Kit # 102291 | NA | 29 to 44 | 29 to 44 |



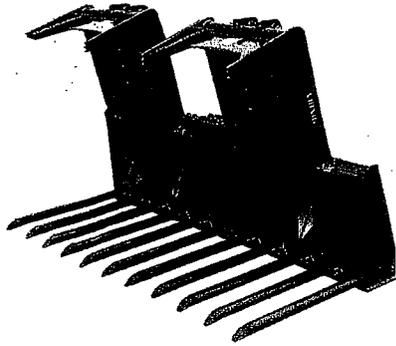
Specifications and design are subject to change without notice and without liability, therefore, whenever applicable specifications are in accordance with SAE standards.

PH: 800-922-2981
 FX: (563) 922-2700
 P.O. Box 266
 Delhi, IA 52223-0266
 United States of America
 www.paladinbrands.com



PALADIN LIGHT CONSTRUCTION

Heavy Tine Fork Grapple



Features:

- Bushings at all pivot locations.
- Machine specific hydraulic package.
- Design allows complete protection of hydraulic hose routing.
- Two cylinder independent grapple.
- High strength removable, replaceable teeth.

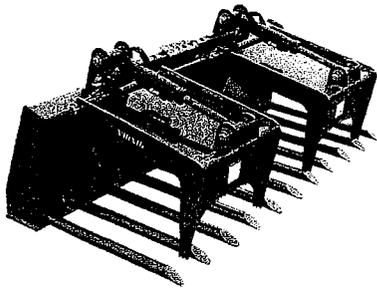
Benefits:

- Proven durable in recycling and demolition applications.
- No cross member at tine tips to limit material penetration.

Recommended for loaders with operating capacities less than 2400 lbs.



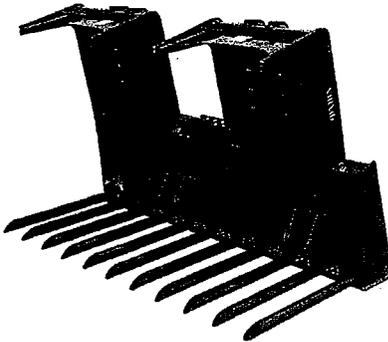
Optional Cylinder Guards Available



| MODEL | TBG260 | TBG266 | TBG272 | TBG278 |
|-------------------------------|--------|--------|--------|--------|
| Overall Bucket Width (Inches) | 61.3 | 67.3 | 73.3 | 79.3 |
| Bucket Depth (Inches) | 37.0 | | | |
| Bucket Height (Inches) | 21.8 | | | |
| Number of Teeth | 9 | 10 | 11 | 12 |
| Space Between Teeth (Inches) | 5.1 | 5.0 | 4.9 | 4.8 |
| Tooth Diameter (Inches) | 2.0 | | | |
| Grapple Jaw Opening (Inches) | 39.5 | | | |
| Approximate Weight (Pounds) | 1040 | 1110 | 1180 | 1250 |

Tooth Material is 1045 Round (100,000 PSI Minimum Yield Strength).

Industrial Tine Fork Grapple



Features:

- Bushings at all pivot locations.
- Machine specific hydraulic package.
- Design allows complete protection of hydraulic hose routing.
- Two cylinder independent grapple.
- High strength removable, replaceable teeth on all tine models.

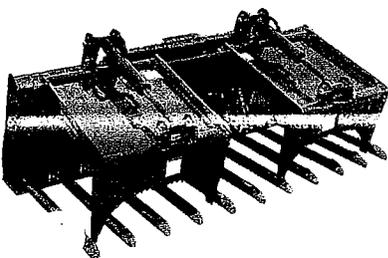
Benefits:

- Proven durable in recycling and demolition applications.
- No cross member at tine tips to limit material penetration.

Recommended for loaders with operating capacities greater than 2400 lbs.



Optional Cylinder Guards Available



| MODEL | ITG72 | ITG78 | ITG84 | ITG90 |
|-------------------------------|-------|-------|-------|-------|
| Overall Bucket Width (Inches) | 73.3 | 79.3 | 85.3 | 91.3 |
| Bucket Depth (Inches) | 37.0 | | | |
| Bucket Height (Inches) | 23.5 | | | |
| Number of Teeth | 11 | 12 | 13 | 13 |
| Space Between Teeth (Inches) | 4.6 | 4.5 | 4.4 | 4.9 |
| Tooth Diameter (Inches) | 2.25 | | | |
| Grapple Jaw Opening (Inches) | 41.3 | | | |
| Approximate Weight (Pounds) | 1375 | 1445 | 1515 | 1545 |

Tooth Material is 1045 Round (100,000 PSI Minimum Yield Strength).



Request For Bid (RFB)

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Heather Turner, Senior Buyer
573/886-4392 - FAX 573/886-4390
Email: hturner@boonecountymo.org

Bid Data

Bid Number: **05-08FEB07**
Commodity Title: **Skid Steer with Attachments**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: THURSDAY, FEBRUARY 8, 2007
Time: 10:30 AM (Bids received after this time will be returned unopened)
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 209
Columbia, MO 65201**

Directions: The Johnson Building is located on the Northeast corner at 6th St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: THURSDAY, FEBRUARY 8, 2007
Time: 10:30 AM
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Terms and Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form
Standard Terms and Conditions
"No Bid" 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. An "Invitation For Bid" is used when the need is well defined. An "Invitation 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, preferably by fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. 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. Bidders 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 compare the lowest bid received with the current State contract pricing, and award 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 contract for the furnishing and delivery of a new 2007 or Current Year Model Skid Steer with all manufacturer’s standard equipment and those features as outlined below.
- 2.1.1. **Quantity – 1 Note: Vendor will be bidding on one (1) Skid Steer with Attachments.**
- 2.2. **MINIMUM TECHNICAL SPECIFICATIONS**
- 2.2.1. **Engine:** 4 cylinder, 4.5 liter turbocharged diesel min., liquid cooled, Minimum **gross** 88 HP min. @ 2500 rpm (per SAE J1349). Direct fuel injection; peak torque @ 1500 rpm – 239 lb/ft min. Engine lubrication – deep sump plate cooler with pressurized under piston nozzles, operating angles – side to side 45°, fore and aft 35°. Oil filtration – replaceable full flow cartridge. Coolant block heater, engine pre-heater (grid) for cold weather starting.
- 2.2.2. **Engine Cooling:** radiator core size – 165 in², Integral water pump with 48 GPM min. capacity.
- 2.2.3. **Power Train:** Drive pump - Tandem, axial piston hydrostatic transmission driven directly off engine flywheel, 1:1 pump/engine ratio. Pump flow (bidirectional) min. 33 GPM. Controls to be Servo, Drive motors to be variable piston hydrostatic motors with shuttle valve (44cc max. displacement). Travel – High/Low push button control. Final Drive – Double-reduction planetary to chain drive. Drive chain – 41,000 lb min. tensile strength. Axles – One piece, forged induction-hardened high carbon steel. Units to be Hydrostatic four wheel drive.
- 2.2.4. **Parking Brakes:** Spring-applied, hydraulic release disk style. Minimum 3900 lb · ft per side at axle. Depress on/off brake button on hand control lever, raise seat bar, get off seat, and stop engine.
- 2.2.5. **Hydraulic System:** Standard equipment gear pump with integrated constant pressure valve. Total pump flow to be 22 GPM min. Loader control valve shall be 2-spool open-center series with power beyond port, relief pressure at 3002 psi. Unit shall have hydraulic oil cooler, hyd. pre-filter (6-micron return) and outlet (2-micron charge). Filters shall be spin-on replaceable elements.
- 2.2.6. **Auxiliary Hydraulics:** Shall be capable of powering auxiliary devices, 3000 psi minimum @ 37 GPM. Auxiliary hydraulic controls shall be integrated with cab control devices and easily manipulated by operator’s hand in standard operating position.
- 2.2.7. **Instrumentation:** Control console in cab shall have the following: hour-meter, fuel level, warning lights for – fuel level, voltage, engine coolant temp, engine oil pressure, air and hydraulic cleaner restriction, parking brake, system status, and seat belt, warning alarms for – engine coolant temp, transmission charge pressure, engine oil pressure, hydraulic oil temp., and seat belt. Switch for auxiliary beacon light.
- 2.2.8. **Electrical System:** Alternator – 95 amp minimum, starter – 2.5 kW, Battery – 12 Volt, 850 CCA.
- 2.2.9. **Cab Environment:** No-tool tilt ROPS canopy w/side screens, vinyl suspension seat, 2” retractable seat belt, restraint bar with integral arm rests, Two servo assist, adjustable, hands-only control levers, hand and foot throttles, loader control lockout system, rear-window w/escape provision, front and rear halogen floodlights, floor cleanout panel, rotating beacon (strobe) light. Accessory power outlet. Chassis option harness for auxiliary wiring. Back-up alarm.
- 2.2.10. **Operating weight / Fuel Capacity:** Machine min. weight 8,950 lbs. with bucket/tires, minus counterweights, optional equipment. Fuel capacity: 20 gallon minimum. Machine will not be purchased with counterweight.
- 2.2.11. **Dimensions:** Ground to bottom of bucket (tilted forward to dump) “clearance”: 94” minimum, treadwidth (centerline to centerline): 64” minimum, wheelbase: 46” minimum.
- 2.2.12. **Performance Specifications:** Operating load – 2,450 lbs. min.; Tipping load – 4,900 min.; Breakout force – lift cylinder-5,290 lbf, bucket cylinder-6,200 lbf. minimums.
- 2.2.13. **Bucket:** 82” heavy duty smooth dirt bucket with bolt-on reversible cutting edge.
- 2.2.14. **Loader options:** Ride control and self leveling bucket, Hydraulic quick-attach coupler system for fast equipment change out.
- 2.2.15. **Tires/Tracks:** tires to be 12.00 x 16.5 10 ply rim guard tires (foam filled). Grouser steel tracks to match tires.
- 2.2.16. **Option 1:** Glass front door w/wiper & washer, sliding side windows, floor heater. County may or may not purchase depending on ease of removal for summer activities.
- 2.2.17. **Attachments:** One (1) **grapple attachment;** 82”width min., minimum weight – 1180 lbs, lift capacity – 8,000 lbs, grapples to work independently to handle uneven loads, 1 ½” diameter high-carbon steel tines, 3/8” thick end plates, ¼” thick work pads, ¼” reinforced back plate, 2”bore x 8” stroke for cylinders, hardened sleeves at pivot points. One (1) **tiller attachment;** 78” minimum tilling area, overall length not to exceed 88”, dual rotation with bi-directional tines, heavy front edge for leveling, scarifier (6 teeth) assembly on back of unit. Unit shall have 40 - 4” tines and high-clearance hood.

- 2.2.18. **Training:** An authorized, factory-trained representative will be made available for a full day of training at a facility designated by Boone County. Training session to include a complete operational, mechanical, and safety overview. A CD manual will be supplied with the unit.
- 2.2.19. **Parts Availability:** Bidder must show proof that sufficient stock of parts for the model as specified.
- 2.2.20. **Demonstration:** Prior to awarding the bid, vendor(s) may be requested to demonstrate equipment on-site at the Boone County Public Works Department to determine the most feasible and suitable machine for the operation. Evaluation will be based upon engine power and performance, fuel consumption, operator cab configuration, comfort, conveniences, operator visibility 360 degrees, and ease of maintenance and repair, as well as, scheduled preventative maintenance costs.
- 2.2.21. **Deviation(s):** Any deviation(s) to the above specification(s) shall be listed on a separate sheet(s) of paper and attached to the response form stating section number, component(s) with deviation(s) and a clearly defined explanation for deviation(s).
- 2.2.22. **Warranty:** A full machine, 1 year / unlimited hour warranty shall be applied to the machine and accessories.
- 2.2.23. **Designee** – Boone County Public Works
- 2.2.24. **Contact** – Heather Turner, Boone County Purchasing Department 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone: 573-886-4392 Facsimile: 573-886-4390 Email: hturner@boonecountymo.org
- 2.2.25. **Delivery:** Units shall be delivered with Bill of Sale and Manufacturer's Statement of Origin.
- 2.2.26. **Delivery Terms:** FOB Boone County Public Works Department, Maintenance Operations, 5551 Highway 63 South, Columbia, MO 65201
- 2.3. **ADDITIONAL TERMS AND CONDITIONS:**
- 2.3.1. Equipment shall be properly serviced, including grease and oil to the proper levels.
- 2.3.2. Vendor to include product literature for each proposed piece of equipment.
- 2.3.3. Bid evaluation will be based on quality, reliability, delivery time ARO, and cost. Quality and reliability may be determined by using information contained in product reviews from established publications and demonstration of machine.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's 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." 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. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Advice of Award** - If you wish to be advised of the outcome of this Bid, the results may also be viewed on our web page www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response.
 - 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** – The County reserves 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** – The County reserves 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** – The County's 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** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
 - 3.5.3. **Endurance of Pricing** – Bidder's 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. E-Mail Address: _____

4.7. Federal Tax ID: _____

4.7.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

| 4.8. PRICING | | <u>Unit Price</u> | <u>Qty</u> | <u>Extended Price</u> |
|---------------------|--|-------------------|------------|-----------------------|
| 4.8.1. | Skid Steer (as per Section 2.2.) | \$ _____ | 1 | \$ _____ |
| 4.8.2. | Grapple Attachment | \$ _____ | 1 | \$ _____ |
| 4.8.3. | 78" Tiller Attachment | \$ _____ | 1 | \$ _____ |
| 4.8.4. | Option I (door/window/heater per Section 2.2.16.) | \$ _____ | 1 | \$ _____ |
| 4.9. | Cash Discount | \$ _____ | net | days |
| 4.10. | GRAND TOTAL (4.8.1. + 4.8.2. + 4.8.3. - 4.9.) DO NOT INCLUDE OPTION 1 | | | \$ _____ |
| 4.11. | Percentage Discount off list price of OEM parts: _____ | | % | |
| 4.12. | Describe Any Deviations | | | |
| 4.13. | Describe any warranty restrictions (skid steer and attachments) | | | |
| | _____ | | | |
| | _____ | | | |

4.14. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.14.1. Authorized Representative (Sign By Hand):

_____ Date: _____

4.14.2. Print Name and Title of Authorized Representative

4.15. 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

4.16. Delivery ARO: _____



Standard Terms and Conditions

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Heather Turner, Senior Buyer
573/886-4392 - FAX 573/886-4390

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

Boone County Purchasing
Heather Turner
Senior Buyer



601 E. Walnut-Room 209
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

“NO BID” RESPONSE FORM

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WISH 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. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. *If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.*

If you have questions, please call the Purchasing Office at (573) 886-4392. Thank you for your cooperation.

Bid Number 05-08FEB07 SKID STEER WITH ATTACHMENTS

(Business Name)

(Date)

(Address/P.O. Box)

(Telephone)

(City, State, Zip)

(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

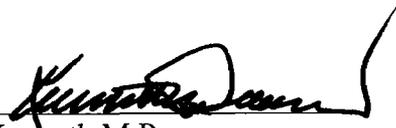
Term. 2007

In the County Commission of said county, on the 13th day of March 20 07

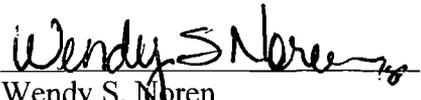
the following, among other proceedings, were had, viz:

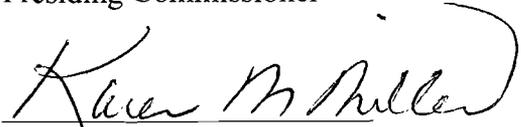
Now on this day the County Commission of the County of Boone does hereby authorize the use of cooperative contract number C107175004 – Ammunition to Oklahoma Police Supply, LLC. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 13th day of March, 2007.


Kenneth M Pearson
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned

Term. 2007

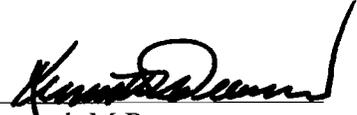
In the County Commission of said county, on the 13th day of March 20 07

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

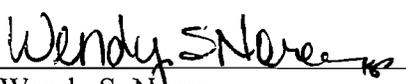
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for the Design & Construction Budget to cover the budget shortfall in the Rebates to Special Road Districts account.

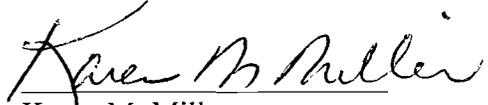
| Department Name and Account Number | Amount of Decrease | Amount of Increase |
|------------------------------------|--------------------|--------------------|
| 2045-71100 – Outside Services | \$ 53,000.00 | |
| 2049-71300 – Rebates to SRD | | \$ 53,000.00 |

Done this 13th day of March, 2007.


 Kenneth M Pearson
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned

Term. 20 07

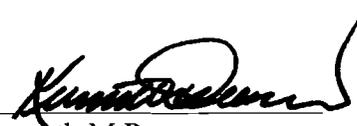
In the County Commission of said county, on the 13th day of March 20 07

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

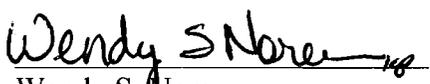
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to cover FY2006 4th quarter 2006 unemployment expense.

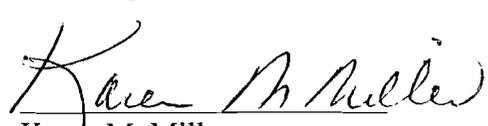
| Department Name and Account Number | Amount of Decrease | Amount of Increase |
|------------------------------------|--------------------|--------------------|
| 1123-86800 – Emergency | \$ 1,878.00 | |
| 1192-10600 – Unemployment | | \$ 1,878.00 |

Done this 13th day of March, 2007.


 Kenneth M Pearson
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned

Term. 20 07

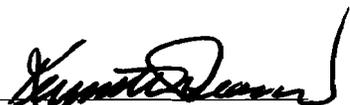
In the County Commission of said county, on the 13th day of March 20 07

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

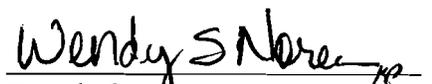
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment for electrical work done in the Courthouse and Government Center to eliminate the use of extension cords.

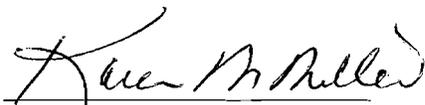
| Department Name and Account Number | Amount of Decrease | Amount of Increase |
|------------------------------------|--------------------|--------------------|
| 06020-71100 – Outside Services | | \$ 8,480.00 |

Done this 13th day of March, 2007.


 Kenneth M Pearson
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned

Term. 2007

In the County Commission of said county, on the 13th day of March 20 07

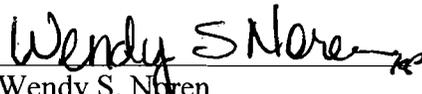
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment for FY2006 Paris Road warehouse costs for Elections and Sheriff's Department.

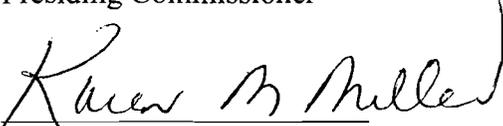
| Department Name and Account Number | Amount of Decrease | Amount of Increase |
|------------------------------------|--------------------|--------------------|
| 1123-86800 – Emergency | \$ 21,380.00 | |
| 1132-71505 – Bldg Lease Charges | | \$ 8,870.00 |
| 1251-71505 – Bldg Lease Charges | | \$ 12,510.00 |
| 2311-91300 – Machinery & Equipment | | \$ 9,952.00 |

Done this 13th day of March, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

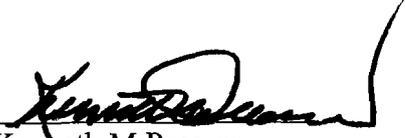
Term. 2007

In the County Commission of said county, on the 13th day of March 2007

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

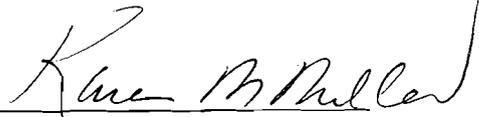
Now on this day the County Commission of the County of Boone does hereby contract with Lenoir Woods to provide conference room rental and a breakfast buffet on March 17, 2007 for a Joint Planning & Zoning Commission meeting regarding the Boone Femme Watershed Project. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

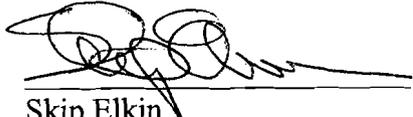
Done this 13th day of March, 2007.


Kenneth M. Pearson
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

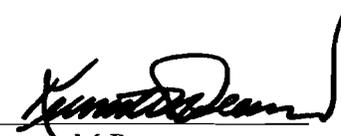
Term. 2007

In the County Commission of said county, on the 13th day of March 20 07

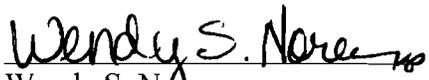
the following, among other proceedings, were had, viz:

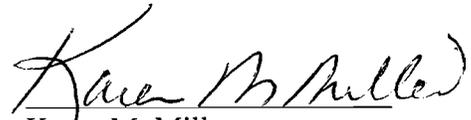
Now on this day the County Commission of the County of Boone does hereby engage the independent accounting firm of KPMG LLC for professional auditing services. It is further ordered the Presiding Commissioner is hereby authorized to sign said engagement letter.

Done this 13th day of March, 2007.


Kenneth M Pearson
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner



KPMG LLP
Suite 900
10 South Broadway
St. Louis, MO 63102-1761

Telephone 314 444 1400
Fax 314 444 1470
Internet www.us.kpmg.com

Ms. June Pitchford
Boone County Auditor
Boone County, Missouri
801 East Walnut – Room 205
Columbia, MO 65201-4890

February 26, 2007

PRIVATE

Dear June:

This letter will confirm our understanding of our engagement to provide professional services to Boone County, Missouri (the County).

Objectives and Limitations of Services

Financial Statement Audit Services

We will issue a written report upon our audit of the County's financial statements as set forth in Appendix I.

We have a responsibility to conduct and will conduct the audit of the financial statements in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, with the objective of expressing opinions as to whether the presentation of the financial statements conforms with U.S. generally accepted accounting principles.

In conducting the audit, we will perform tests of the accounting records and such other procedures, as we consider necessary in the circumstances, to provide a reasonable basis for our opinions on the financial statements. We also will assess the accounting principles used and significant estimates made by management, and evaluate the overall financial statement presentation.

Our audit of the financial statements is planned and performed to obtain reasonable, but not absolute, assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Absolute assurance is not attainable because of the nature of audit evidence and the characteristics of fraud. Therefore, there is a risk that material errors, fraud (including fraud that may be an illegal act), and other illegal acts may exist and not be detected by an audit of financial statements performed in accordance with the auditing standards



*Boone County, Missouri
2006 Audit Engagement Letter
February 26, 2007*

generally accepted in the United States of America. Also, an audit is not designed to detect matters that are immaterial to the financial statements.

Our report will be addressed to the County Commission of Boone County, Missouri. We cannot provide assurance that an unqualified opinion will be rendered. Circumstances may arise in which it is necessary for us to modify our report or withdraw from the engagement.

Internal Control over Financial Reporting and Compliance and Other Matters

In planning and performing our audit of the financial statements, we will consider the County's internal control in order to determine the nature, timing and extent of our audit procedures for the purpose of expressing an opinion on the financial statements and not to provide assurance on internal control. In accordance with *Government Auditing Standards*, we are required to communicate that the limited purpose of our consideration of internal control may not meet the needs of some users who require additional information about internal control. We can provide other services to provide you with additional information on internal control which we would be happy to discuss with you at your convenience.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with certain provisions of laws, regulations, contracts and grants, violations of which could have a direct and material effect on the financial statements. However, our objective is not to provide an opinion on overall compliance with such provisions.

In accordance with *Government Auditing Standards*, we will prepare a written report, *Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With Government Auditing Standards* (GAS report), on our consideration of internal control and tests of compliance made as part of our audit of the financial statements. While the objective of our audit of the financial statements is not to report on the County's internal control and we are not obligated to search for significant deficiencies or material weaknesses as part of our audit of the financial statements, this report will include any significant deficiencies and material weaknesses to the extent they come to our attention. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the organization's ability to initiate, authorize, record, process, or report financial data reliably in accordance with U.S. generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the organization's financial statements that is more than inconsequential will not be prevented or detected. A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected. This report will also include illegal acts and fraud, unless clearly inconsequential and material violations of grants, contracts and abuse. It will indicate that it is intended solely for the information and use of the County Commissioners of the Boone County, Missouri and management of the County and



Boone County, Missouri
2006 Audit Engagement Letter
February 26, 2007

federal awarding agencies and pass-through entities and that it is not intended to be and should not be used by anyone other than these specified parties.

In accordance with *Government Auditing Standards* we will also issue a management letter to communicate other deficiencies in internal controls that are not significant deficiencies, other violations of grants and contracts, and abuse that comes to our attention unless clearly inconsequential.

In accordance with *Government Auditing Standards*, we are also required in certain circumstances to report fraud or illegal acts directly to parties outside the auditee.

OMB Circular A-133 Audit Services

We will also perform audit procedures with respect to the County's major federal programs in accordance with the provisions of OMB Circular A-133 *Audits of States, Local Governments, and Non-Profit Organizations* (OMB Circular A-133). OMB Circular A-133 includes specific audit requirements, mainly in the areas of internal control and compliance with laws, regulations, contracts and grants that exceed those required by *Government Auditing Standards*.

As part of our audit procedures performed in accordance with the provisions of OMB Circular A-133, we will perform tests to evaluate the effectiveness of the design and operation of internal controls that we consider relevant to preventing or detecting material noncompliance with laws, regulations, contracts and grants applicable to each of the County's major programs. The tests of internal control performed in accordance with OMB Circular A-133 are less in scope than would be necessary to render an opinion on internal control.

Compliance with laws, regulations, contracts and grants applicable to federal programs is the responsibility of management. We will perform tests of the County's compliance with certain provisions of laws, regulations, contracts and grants we determine to be necessary based on the *OMB Circular A-133 Compliance Supplement (Compliance Supplement)*. The procedures outlined in the *Compliance Supplement* are those suggested by each federal agency and do not cover all areas of regulations governing each program. Program reviews by federal agencies may identify additional instances of noncompliance.

As required by OMB Circular A-133, we will prepare a written report which 1) provides our opinion on the schedule of expenditures of federal awards in relation to the County's financial statements, 2) provides our opinion on compliance with laws, regulations, contracts and grants that could have a direct and material effect on a major federal program, and 3) communicates our consideration of internal control over major federal programs. It will indicate that it is intended solely for the information and use of the County Commission of the Boone County, Missouri and management of the County and federal awarding agencies and pass-through entities and that it is not intended to be and should not be used by anyone other than these specified parties.



*Boone County, Missouri
2006 Audit Engagement Letter
February 26, 2007*

Offering Documents

Should the County wish to include or incorporate by reference these financial statements and our audit report(s) thereon into an offering of exempt securities, prior to our consenting to include or incorporate by reference our report(s) on such financial statements, we would consider our consent to the inclusion of our report and the terms thereof at that time. We will be required to perform procedures as required by the standards of the American Institute of Certified Public Accountants, including, but not limited to, reading other information incorporated by reference in the offering document and performing subsequent event procedures. Our reading of the other information included or incorporated by reference in the offering document will consider whether such information, or the manner of its presentation, is materially inconsistent with information, or the manner of its presentation, appearing in the financial statements. However, we will not perform procedures to corroborate such other information (including forward-looking statements). The specific terms of our future services with respect to future offering documents will be determined at the time the services are to be performed

Should the County wish to include or incorporate by reference these financial statements and our audit report(s) thereon into an offering of exempt securities without obtaining our consent to include or incorporate by reference our report(s) on such financial statements, and we are not otherwise associated with the offering document, then the County agrees to include the following language in the offering document:

“KPMG LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. KPMG LLP also has not performed any procedures relating to this official statement.”

Our Responsibility to Communicate with the County Commission of Boone County, Missouri

We will report to you, in writing, the following matters:

- Corrected misstatements arising from the audit that could, in our judgment, either individually or in aggregate, have a significant effect on the County’s financial reporting process. In this context, corrected misstatements are proposed corrections of the financial statements that were recorded by management and, in our judgment, may not have been detected except through the auditing procedures performed.
- Uncorrected misstatements aggregated during the current engagement and pertaining to the latest period presented that were determined by management to be immaterial, both individually and in aggregate.



*Boone County, Missouri
2006 Audit Engagement Letter
February 26, 2007*

- Any disagreements with management or other serious difficulties encountered in performance of our audit.
- Other matters required to be communicated by auditing standards generally accepted in the United States of America.

We will also read minutes, if any, of the County Commission of the Boone County, Missouri meetings for consistency with our understanding of the communications made to you and determine that you have received copies of all material written communications between ourselves and management. We will also determine that you have been informed of i) the initial selection of, or the reasons for any change in, significant accounting policies or their application during the period under audit, ii) the methods used by management to account for significant unusual transactions, and iii) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

If, in performance of our audit procedures, circumstances arise which make it necessary to modify our report or withdraw from the engagement, we will communicate to you our reasons for modification or withdrawal.

Management Responsibilities

The management of the County is responsible for the fair presentation, in accordance with U.S generally accepted accounting principles, of the financial statements and all representations contained therein. Management also is responsible for identifying and ensuring that County complies with laws, regulations, contracts and grants applicable to its activities, and for informing us of any known material violations of such laws and regulations. Management also is responsible for preventing and detecting fraud, including the design and implementation of programs and controls to prevent and detect fraud, for adopting sound accounting policies, and for establishing and maintaining effective internal controls and procedures for financial reporting to maintain the reliability of the financial statements and to provide reasonable assurance against the possibility of misstatements that are material to the financial statements. Management is also responsible for informing us, of which it has knowledge, of all significant deficiencies and material weaknesses in the design or operation of such controls.

Management of the County also agrees that all records, documentation, and information we request in connection with our audit will be made available to us, that all material information will be disclosed to us, and that we will have the full cooperation of the County's personnel. As required by the auditing standards generally accepted in the United States of America, we will make specific inquiries of management about the representations embodied in the financial statements and the effectiveness of internal control, and obtain a representation letter from management about these matters. The responses to our inquiries, the written representations, and the results of audit tests, among other things, comprise the evidential matter we will rely upon in forming opinions on the financial statements.



Boone County, Missouri
2006 Audit Engagement Letter
February 26, 2007

In addition to the OMB Circular A-133 requirements to maintain internal control and comply with provisions of laws, regulations, contracts and grants applicable to federal programs as discussed above, OMB Circular A-133 also requires the County to prepare a:

- Schedule of expenditures of federal awards;
- Summary schedule of prior audit findings;
- Corrective action plan; and
- Data collection form (Part I).

While we may be separately engaged to assist you in the preparation of these items, preparation is the responsibility of the County.

Certain provisions of OMB Circular A-133 allow a granting agency to request that a specific program be selected as a major program provided that the federal granting agency is willing to pay the incremental audit cost arising from such selection. The County agrees to notify KPMG of any such request by a granting agency and to work with KPMG to modify the terms of this letter as necessary to accommodate such a request.

In accordance with *Government Auditing Standards*, as part of our planning of the audit we will consider the results of previous audits and follow up on known significant findings and recommendations that directly relate to the objectives of the audit. To assist us, management agrees to identify previous financial audits, attestation engagements, performance audits, or other studies related to the objectives of the audit being undertaken and to identify corrective actions taken to address significant findings and recommendations prior to May 15, 2007.

Management is responsible for adjusting the financial statements to correct material misstatements and for affirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements being reported upon. Because of the importance of management's representations to the effective performance of our services, the County will release KPMG LLP and its personnel from any claims, liabilities, costs and expenses relating to our services under this letter attributable to any misrepresentations in the representation letter referred to above.

Management is also responsible for providing us with written responses in accordance with *Government Auditing Standards* to the findings included in the GAS report within 10 days of being provided with draft findings.



Boone County, Missouri
2006 Audit Engagement Letter
February 26, 2007

Management is responsible for the distribution of the reports issued by KPMG. In accordance with *Government Auditing Standards*, the reports issued citing *Government Auditing Standards* are to be made available for public inspection.

Dispute Resolution

Any dispute or claim arising out of or relating to the engagement letter between the parties, the services provided thereunder, or any other services provided by or on behalf of KPMG or any of its subcontractors or agents to the County or at its request (including any dispute or claim involving any person or entity for whose benefit the services in question are or were provided) shall be resolved in accordance with the dispute resolution procedures set forth in Appendix II, which constitute the sole methodologies for the resolution of all such disputes. By operation of this provision, the parties agree to forego litigation over such disputes in any court of competent jurisdiction. Mediation, if selected, may take place at a place to be designated by the parties. Arbitration shall take place in New York, New York. Either party may seek to enforce any written agreement reached by the parties during mediation, or to confirm and enforce any final award entered in arbitration, in any court of competent jurisdiction.

Notwithstanding the agreement to such procedures, either party may seek injunctive relief to enforce its rights with respect to the use or protection of i) its confidential or proprietary information or material or ii) its names, trademarks, service marks or logos, solely in the courts of the State of New York or in the courts of the United States located in the State of New York. The parties consent to the personal jurisdiction thereof and to sole venue therein only for such purposes.

Other Matters

This letter shall serve as the County's authorization for the use of e-mail and other electronic methods to transmit and receive information, including confidential information, between KPMG LLP (KPMG) and the County and between KPMG and outside specialists or other entities engaged by either KPMG or the County. The County acknowledges that e-mail travels over the public Internet, which is not a secure means of communication and, thus, confidentiality of the transmitted information could be compromised through no fault of KPMG. KPMG will employ commercially reasonable efforts and take appropriate precautions to protect the privacy and confidentiality of transmitted information.

Further, for purposes of the services described in this letter only, the County hereby grants to KPMG a limited, revocable, non-exclusive, non-transferable, paid up and royalty-free license, without right of sublicense, to use all names, logos, trademarks and service marks of the County solely for presentations or reports to the County or for internal KPMG presentations and intranet sites.



Boone County, Missouri
2006 Audit Engagement Letter
February 26, 2007

KPMG is a limited liability partnership comprising both certified public accountants and certain principals who are not licensed as certified public accountants. Such principals may participate in the engagements to provide the services described in this letter.

* * * * *

The work papers for this engagement are the property of KPMG. Pursuant to *Government Auditing Standards*, we are required to make certain work papers available in a full and timely manner to regulatory agencies upon request for their reviews of audit quality and for use by their auditors. In addition, we may be requested to make certain work papers available to regulators pursuant to authority given to it by law or regulation. Access to the requested work papers will be provided under supervision of KPMG personnel. Furthermore, upon request, we may provide photocopies of selected work papers to regulatory agencies. These regulatory agencies may intend, or decide, to distribute the photocopies or information contained therein to others, including other government agencies.

In the event KPMG is requested pursuant to subpoena or other legal process to produce its documents relating to this engagement for County in judicial or administrative proceedings to which KPMG is not a party, the County shall reimburse KPMG at standard billing rates for its professional time and expenses, including reasonable attorney's fees, incurred in responding to such requests.

Other Government Auditing Standards Matters

As required by *Government Auditing Standards*, we have attached a copy of KPMG's most recent peer review report and letter of comments.

We will also assist management in drafting the financial statements and notes. In accordance with *Government Auditing Standards*, we are required to confirm that management accepts responsibility for the financial statements and notes and, therefore, has a responsibility to be in a position in fact and appearance to make an informed judgment about them and that management will:

- Designate a qualified management-level individual to be responsible and accountable for overseeing the drafting of the financial statements.
- Establish and monitor the performance of the engagement to ensure that it meets management's objectives.
- Make any decisions that involve management functions related to the engagement and accept full responsibility for such decisions.
- Evaluate the adequacy of the financial statements and notes.



*Boone County, Missouri
2006 Audit Engagement Letter
February 26, 2007*

Additional Reports and Fees for Services

Appendix I to this letter lists the our fees for professional services to be performed per this letter.

In addition, fees for any special audit-related projects, such as research and/or consultation on special business or financial issues, will be billed separately from the audit fees for professional services set forth in Appendix I and may be subject to written arrangements supplemental to those in this letter.

* * * * *

Pursuant to our arrangement as reflected in this letter we will provide the services set forth in Appendix I for each of its subsequent fiscal years until either County management or we terminate this agreement, or mutually agree to the modification of its terms. The fees for each subsequent year will be annually subject to negotiation and approval by County management.

We shall be pleased to discuss this letter with you at any time. For your convenience in confirming these arrangements, we enclose a copy of this letter. Please sign and return it to us.

Very truly yours,

KPMG LLP

Jacqueline S. Dippel
Partner

cc: Mr. Ken Pearson, Presiding Commissioner – Boone County, Missouri



Boone County, Missouri
2006 Audit Engagement Letter
February 26, 2007

ACCEPTED:

Boone County, Missouri



Authorized Signature

Presiding Commissioner.

Title

13 March 2007

Date

CERTIFICATION:

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

Jane Pitchford by Kt 3/6/07

Auditor Date

1190-71101 #96,000.00



Appendix I

Fees for Services

As you are aware, our professional fees are based upon the time and experience level of personnel required to complete an assignment. The professional fees for the fiscal year ending December 31, 2006 are as follows:

| | |
|---|-----------------|
| Audit of the basic financial statements of Boone County, Missouri as of and for the year ended December 31, 2006 and the OMB Circular A-133 Single Audit Report | <u>\$96,000</u> |
|---|-----------------|

These fees assume that the County will not have more than one federal awards program which is required to be audited as "major" in accordance with the Single Audit requirements. Should KPMG be required under OMB Circular A-133 to audit more than one major federal awards program for the year ended December 31, 2006, KPMG will revise our fees accordingly. Additionally, the above-noted professional fees exclude the additional auditing procedures that will be necessary to audit the County's retroactive recording of infrastructure capital assets within the County's financial statements. Should such adjustments be recorded during the County's fiscal year ended December 31, 2006, KPMG would revise our fees accordingly.

The above noted professional fees do not include any required audit hours for auditing the implementation of Statements of the Governmental Accounting Standards Board or implementation of AICPA Auditing Standards. Additional hours to be incurred, if any, associated with implementation of financial accounting pronouncements or auditing standards are considered a change in the normal scope of the audit and will be billed on an hourly basis.

Additional circumstances encountered during the performance of the audit that warrant additional time or expense could also cause us to be unable to complete the audit within the above estimates. We will endeavor to notify you of any such circumstances as they are assessed.

We have also incorporated charges for estimated out-of-pocket expenses, such as report typing and reproduction, in our proposed fees. Our fees are based on our understanding that the County will continue to provide assistance as in the past, in preparing the basic financial statements, the individual and combining fund financial statements and schedules, and the introductory and statistical sections of the Comprehensive Annual Financial Report. It is also our understanding that the County will provide assistance in preparing lead sheets and audit schedules, typing of the confirmations and other necessary correspondence, and gathering documentation for our review.

Where KPMG is reimbursed for expenses, it is KPMG's policy to bill clients the amount incurred at the time the good or service is purchased. If KPMG subsequently receives a volume



rebate or other incentive payment from a vendor relating to such expenses, KPMG does not credit such payment to the client. Instead, KPMG applies such payments to reduce its overhead costs, which costs are taken into account in determining KPMG's standard billing rates and certain transaction charges which may be charged to clients.

Other third-party service providers operating under our supervision may also participate in providing the services described in this letter.



Appendix II

Dispute Resolution Procedures

The following procedures are the sole methodologies to be used to resolve any controversy or claim (“dispute”). If any of these provisions are determined to be invalid or unenforceable, the remaining provisions shall remain in effect and binding on the parties to the fullest extent permitted by law.

Mediation

Any party may request mediation of a dispute by providing a written Request for Mediation to the other party or parties. The mediator, as well as the time and place of the mediation, shall be selected by agreement of the parties. Absent any other agreement to the contrary, the parties agree to proceed in mediation using the CPR Mediation Procedures (effective April 1, 1998) issued by the Center for Public Resources, with the exception of paragraph 2 which shall not apply to any mediation conducted pursuant to this agreement. As provided in the CPR Mediation Procedures, the mediation shall be conducted as specified by the mediator and as agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with facilitation by the mediator, to reach a consensual resolution of the dispute. The mediation shall be treated as a settlement discussion and shall be confidential. The mediator may not testify for any party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceeding. Each party shall bear its own costs in the mediation. Absent an agreement to the contrary, the fees and expenses of the mediator shall be shared equally by the parties.

Arbitration

Arbitration shall be used to settle the following disputes: (1) any dispute not resolved by mediation 90 days after the issuance by one of the parties of a written Request for Mediation (or, if the parties have agreed to enter or extend the mediation, for such longer period as the parties may agree) or (2) any dispute in which a party declares, more than 30 days after receipt of a written Request for Mediation, mediation to be inappropriate to resolve that dispute and initiates a Request for Arbitration. Once commenced, the arbitration will be conducted either (1) in accordance with the procedures in this document and the Rules for Non-Administered Arbitration of the CPR Institute for Dispute Resolution (“CPR Arbitration Rules”) as in effect on the date of the engagement letter or contract between the parties, or (2) in accordance with other rules and procedures as the parties may designate by mutual agreement. In the event of a conflict, the provisions of this document and the CPR Arbitration Rules will control.

The arbitration will be conducted before a panel of three arbitrators, two of whom may be designated by the parties using either the CPR Panels of Distinguished Neutrals or the Arbitration Rosters maintained by any United States office of the Judicial Arbitration and Mediation Service (JAMS). If the parties are unable to agree on the composition of the



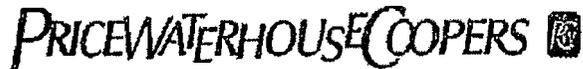
arbitration panel, the parties shall follow the screened selection process provided in Section B, Rules 5, 6, 7, and 8 of the CPR Arbitration Rules. Any issue concerning the extent to which any dispute is subject to arbitration, or any dispute concerning the applicability, interpretation, or enforceability of these procedures, including any contention that all or part of these procedures are invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. No potential arbitrator shall be appointed unless he or she has agreed in writing to abide and be bound by these procedures.

The arbitration panel shall issue its final award in writing. The panel shall have no power to award non-monetary or equitable relief of any sort. Damages that are inconsistent with any applicable agreement between the parties, that are punitive in nature, or that are not measured by the prevailing party's actual damages, shall be unavailable in arbitration or any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitration panel have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.

Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitration panel may disclose the existence, content or results of the arbitration only as provided in the CPR Arbitration Rules. Before making any such disclosure, a party shall give written notice to all other parties and shall afford such parties a reasonable opportunity to protect their interests.

The award reached as a result of the arbitration will be binding on the parties, and confirmation of the arbitration award may be sought in any court having jurisdiction.



To the Partners of KPMG LLP
and the Center for Public Company Accounting Firms Peer Review Committee:

We have reviewed the system of quality control for the accounting and auditing practice of KPMG LLP (the firm) applicable to non-SEC issuers in effect for the year ended March 31, 2005. The firm's accounting and auditing practice applicable to SEC issuers was not reviewed by us since the Public Company Accounting Oversight Board (PCAOB) is responsible for inspecting that portion of the firm's accounting and auditing practice in accordance with PCAOB requirements. A system of quality control encompasses the firm's organizational structure and the policies adopted and procedures established to provide it with reasonable assurance of complying with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of Certified Public Accountants (the AICPA). The design of the system, and compliance with it, are the responsibilities of the firm. Our responsibility is to express an opinion on the design of the system, and the firm's compliance with that system based on our review.

Our review was conducted in accordance with standards established by the Peer Review Committee of the Center for Public Company Audit Firms and included procedures to plan and perform the review that are summarized in the attached description of the peer review process. Our review would not necessarily disclose all weaknesses in the system of quality control or all instances of lack of compliance with it since it was based on selective tests. Because there are inherent limitations in the effectiveness of any system of quality control, departures from the system may occur and not be detected. Also, projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice of KPMG LLP in effect for the year ended March 31, 2005, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA, and was complied with during the year then ended to provide the firm with reasonable assurance of complying with professional standards.

As is customary in a peer review, we have issued a letter under this date that sets forth comments relating to certain policies and procedures or compliance with them. The matters described in the letter were not considered to be of sufficient significance to affect the opinion expressed in this report.

Price Waterhouse Coopers LLP

March 1, 2006



March 1, 2006

To the Partners of KPMG LLP and the AICPA Center for Public Company Accounting Firms Peer Review Committee:

We have reviewed the system of quality control for the accounting and auditing practice of KPMG LLP (the firm) applicable to non-SEC issuers in effect for the year ended March 31, 2005, and have issued our report thereon dated March 1, 2006. The matters described below were not considered to be of sufficient significance to affect the opinion expressed in that report, which should be read in conjunction with this letter.

Engagement Performance

Comment: The firm has policies to ensure that the firm's internal specialists are appropriately involved in the audit process and that the specialists' involvement in the audit is appropriately coordinated. However, the firm, in its internal inspection, and we noted instances where compliance with these policies was not consistently achieved, particularly as it related to the firm's income tax and information technology specialists' involvement in the audit. Some of these instances were documentation matters, relating, for example, to the clarity of the description of the work performed or how that work was integrated within the overall audit approach. In addition, we noted instances where some or all of the steps within the income-tax-specific audit program were not performed.

Through discussions with engagement personnel and the review of other documentation on the engagements that led to this comment, we were satisfied that the extent of the specialists' involvement was appropriate and that the individual matters noted were not significant when considered in the context of all audit work performed in the area and/or within the context of the audit taken as a whole.

Recommendation: Firm leadership should reinforce the importance of the coordination of audit effort when internal specialists such as tax and information technology specialists are involved in the engagement, and consider implementing additional guidance and/or practice aids that would facilitate compliance with firm policies in these areas.

Comment: Consistent with applicable professional standards, firm policies require that documentation be prepared and included in the working papers capturing the procedures performed and conclusions reached on each engagement. However, the firm, in its internal inspection, and we noted that compliance with these policies was not achieved in some instances. Through discussion with engagement personnel and the review of other documentation on the engagements that led to this comment, we were satisfied that the audit procedures were performed at the appropriate time, but not completely documented. Similar instances of incomplete documentation were noted in our 2002 peer review.

Recommendation: We recommend that the firm reinforce its expectation that documentation fully comply with professional standards and consider additional guidance or practice aids designed to improve compliance.

Comment: The firm has financial statement presentation and disclosure checklists that are required to be completed prior to issuing an audit report. However, the firm, in its internal inspection, and we noted instances where items within the financial statements were misclassified and where required disclosures were omitted or incomplete. We were ultimately satisfied that the financial statement presentation and disclosure matters were not significant in the context of the financial statements taken as a whole. Similar instances of incomplete disclosure were noted in our 2002 peer review.

Recommendation: The importance of fully and accurately completing the firm's financial statement presentation and disclosure checklists should be reinforced. In addition, the firm should consider actions necessary to ensure consistent execution when completing the financial statement presentation and disclosure checklists and effective review by engagement team members.

Comment: The firm has policies and guidance materials for employee benefit plan (EBP) engagements designed to ensure compliance with generally accepted auditing standards. The matters related to documentation and disclosure described above were also present to some degree in the sample of EBP engagements that the firm, in its internal inspection, and we reviewed. In addition, instances were noted where substantive audit procedures, including testing of investments, payroll and benefit payments, and claim payments in health and welfare plans, were insufficient. In certain instances, additional work was warranted.

Recommendation: We recommend additional training for professionals performing EBP audits, with specific attention to the nature and extent of substantive testing. We also believe that the firm would benefit by enhancing guidance for testing claim payments in health and welfare plans.

Monitoring

Comment: While EBP engagements do not comprise a significant portion of the total hours within the firm's accounting and auditing practice overall, the firm audits a large number of plans. The firm does not maintain a national inventory or other comprehensive listing of these engagements. Such an inventory is important to the firm's ability to (i) identify risks, (ii) allocate appropriate resources and (iii) monitor its EBP practice.

Recommendation: We recommend that the firm compile and maintain a national inventory of its EBP engagements that includes information (plan type, audit scope, engagement team information, etc.) permitting effective monitoring of the practice.

PricewaterhouseCoopers LLP



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March 1, 2006

Center for Public Company Accounting Firms Peer Review Committee
c/o American Institute of Certified Public Accountants
Harborside Financial Center
201 Plaza Three
Jersey City, NJ 07311-3881

Ladies and Gentlemen:

This letter represents our response to the letter of comments issued in connection with our firm's accounting and auditing practice peer review for the year ended March 31, 2005, and should be read in conjunction with that letter.

The firm has issued a communication to all of its professionals emphasizing the need to re-focus on certain audit fundamentals. The basis for this communication included observations by PricewaterhouseCoopers LLP communicated in conjunction with its peer review, observations by the Public Company Accounting Oversight Board (PCAOB) communicated in conjunction with its inspection, and the results of our internal quality review program. In addition, our Department of Professional Practice (DPP) has established a Quality Review Action Items Working Group responsible for the identification, communication and implementation of action items to address observations and results noted during the aforementioned internal and external inspections.

Engagement Performance

During 2005, we made enhancements to our global audit methodology and related methodology tools. The principal objective of these enhancements was to advance the usability of our audit methodology by providing a more intuitive audit work stream and, in doing so, enhance audit quality and compliance with applicable professional standards. In addition, these revised methodology tools were designed to improve an engagement team's audit documentation related to execution of an audit in accordance with applicable professional standards. Compliance with the enhanced audit methodology, including use of the related methodology tools, is mandatory for 2005 calendar year-end audit engagements.



March 1, 2006
Page 2

The effective execution of audit engagements through use of the enhanced methodology tools served as the basis of the firm's core training programs held throughout 2005. Throughout the remainder of 2006, we will continue to emphasize auditor performance implications of internal and external inspection findings as needed in our training programs. We are committed to ensuring that feedback we receive as a result of internal and external inspections is leveraged to the greatest extent possible and recognized as a critical element of continuous improvement in our audit practice.

Regarding income taxes, the firm issued additional policies and guidance requiring added audit partner review responsibilities and enhanced documentation requirements of the audit procedures performed related to the audit of income taxes. In addition, we have undertaken two additional initiatives intended to improve performance in the area of auditing income taxes. First, we enhanced our In-Flight Income Tax Review Program, which, in selected instances, provides for an additional timely review of relevant income tax-related audit documentation developed in completing a financial statement audit. Second, we implemented a Supplemental Income Tax Quality Review Program, which expands the scope of our internal quality review program relative to the audit of income taxes.

Regarding the involvement of Information Risk Management (IRM) technology specialists, the firm communicated additional guidance intended to improve planning for and coordinating use of these specialists when executing a financial statement audit. This additional guidance specifically addressed documentation and review practices associated with the involvement of IRM specialists in an audit engagement.

The firm will continue to emphasize our requirements and guidance related to the completeness and accuracy of audit documentation, including the importance of timely and thorough review of matters related to financial statement presentation, including proper use and completion of our disclosure checklists. We fundamentally believe that good audit documentation drives appropriate auditor behavior, and we are committed to ensuring that our professionals fully comply with the applicable professional standards relative to audit documentation.

The firm has taken steps to strengthen its training curriculum related to its employee benefits plan audit practice, and has established minimum employee benefit plan-related training requirements



March 1, 2006

Page 3

for those professionals involved with employee benefit plan audits. In addition, the performance of sufficient substantive audit procedures in the conduct of an employee benefit plan audit will be addressed during our 2006 employee benefit plan audit training sessions. The firm also implemented a policy requiring that the concurring review for all health and welfare benefit plan audits be performed by a designated health and welfare benefit plan specialist, commencing with calendar 2004 plan year-end audits, and is considering expanding the scope of the concurring review for all other employee benefit plan audits to include additional audit documentation. Also, we are reviewing our guidance related to employee benefit plan audits, including guidance relative to testing claim payments in health and welfare plans, to determine whether and to what extent additional guidance may be warranted. In addition, we considered our responsibilities pursuant to the applicable professional standards and performed additional audit procedures if considered necessary.

Monitoring

The firm is considering alternative methods of compiling and maintaining a master inventory of all employee benefit plan audit engagements.

* * * * *

Implementation of the actions set forth in this letter will be monitored by the Quality Review Action Items Working Group and our professional practice partners, and will receive special emphasis during our next annual Quality Performance Review Program.

KPMG LLP

1194999 Drive Kerry Patton - Lei
 Columbia, MO 65201
 Phone: (573) 876-5806
 Fax: (573) 876-5832



Contract 9 mar 2007.xls

Mailing Address:
 1194999 Drive
 Columbia MO 65201
 Website: lssmo.org/LenoirWoods.html

Community Center

COPY

MEETING FUNCTION CONTRACT

ORGANIZATION: **Boone Co Planning and Zoning**
 ADDRESS: **801 E. Walnut Room 210**
Columbia MO 65201
 PHONE: **573-886-4343**
 FAX:
 DATE BOOKED: **February 15, 2007**
 SALES PERSON: **Joanna Doyel**

DATE OF FUNCTION: **March 17, 2007**
 CONTACT: **Terry Frueh**
 FIRST DAY: **March 17, 2007**
 LAST DAY:
 # EXPECTED: **45**
 CONTRACT RETURN BY: **March 15, 2007**
 MEETING RM RENTAL: **A/B Room \$250.00**
 PAYMENT METHOD: **Direct Bill**
 TAX STATUS: **Exempt**
 DEPOSIT AMOUNT: **None**
 DEPOSIT DUE DATE:

| ROOM SPECIFICATIONS: | ROOM RENTAL | MENUS | PRICE |
|--|-------------|---|---------------|
| ROOM: A/B Room Room rental reduced from \$250 to \$125 with breakfast for 35+ 7:30 am to 12:00 pm | | REFRESHMENTS Country Breakfast Buffet per person | \$8.25 |
| TIME: 7:30 am to 12:00 pm | | | |
| STYLE: Ushape for 25 with 25 chairs theatre style behind U Shape | | | |
| SERVE TIME 8:15 AM | | | |
| # OF PEOPLE: 45 | | | |
| HEAD TABLE: None | | | |
| REGISTRATION TABLE: in hallway | | | |
| REFRESHMENT TABLE: Breakfast Buffet | | | |
| DINNER LAY TABLE: 1 skirted | | | |
| AUDIO EQUIPMENT: Microphone | Comp | | |
| OTHER EQUIPMENT: | | | |
| LINEN White | | | |

Thank you for choosing Lenoir Woods for your event. We appreciate the opportunity to work with you and your group. All requests for events must be made in writing. The party on behalf of whose signature appears on this agreement will accept all responsibility for the event. The responsible party assumes total responsibility and liability for losses, damages, accidents and repairs occurring in connection with the use of the Lenoir Woods Community Center.

A security deposit may be required at the time of confirmation. Any damage or breakage incurred by misuse of equipment or the facility will be deducted from the security deposit. Additionally if the damage repairs exceed the security deposit, a statement will be sent to the responsible party. Wedding receptions require a \$500 deposit. If canceling your event, your deposit will not be returned. No food and/or beverages of any kind will be permitted to be brought into the facility by the sponsor, guests, or any other person without written permission from the Lenoir Woods Event Coordinator. All alcohol is to be served by a licensed bartender approved by Lenoir Woods. Approval for alcohol must be in writing at least 3 weeks prior to the event in order to comply with the State of Missouri Liquor Licensing Rules. Food and/or beverages cannot be removed from the Community Center. A final meal guarantee must be received seven (7) days prior to the event. Lenoir Woods will charge the group for the number of people guaranteed. The group will be charged for extra individuals. All events must end at the time stated on this agreement or be assessed an extra charge. Anyone in violation of these policies will be invited to leave the premises at the discretion of the Manager on duty. Management reserves the right to make changes in accommodations as deemed necessary. The management reserves the right to require security at the groups expense. All wedding receptions and social functions must be prepaid. No papers, posters, signs etc are allowed to be taped, pasted, glued or hung on walls, windows and doors.

Client Signature: _____

Date: 3/13/07

Lenoir Woods _____

Signature: _____

Date: _____