

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 12th day of July 20 12

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

Now on this day the County Commission of the County of Boone does hereby award bid 25-02MAY12 – Fuel Dispensers Removal and Installation to Neumayer Equipment Company. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 12th day of July 2012.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner
Karen M. Miller
Karen M. Miller
District I Commissioner
Absent
Skip Elkin
District II Commissioner

Boone County Purchasing

Tyson Boldan
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Tyson Boldan
DATE: July 11, 2012
RE: 25-02MAY12 – Fuel Dispensers Removal and Installation

The Bid for Fuel Dispensers Removal and Installation closed on March 17, 2012. Three bids were received. Purchasing and the Public Works Department recommend award to Neumayer Equipment Company for offering the lowest responsive bid for Boone County. Broyles was lower, but were non-responsive for bidding a mechanical read-out instead of a digital read out as was specified.

The Bid Amount of \$24,685.00 includes the mobilization, all work required, and the materials cost. After including a 10% contingency amount of \$2,468.50, this project has a Boone County Purchase Order total of \$27,153.50. Invoices from this contract will be paid from department 2040 – PW – Maintenance Operations, account 92300 – Replacement Machines and Equipment. \$134,697.94 is left in this account at this time.

Attached is the Bid Tabulation for your review.

ATT: Bid Tabulation

cc: Bid File

Boone County Purchasing

Tyson Boldan,
Buyer



613 E. Ash St. Rm. 109
Columbia, MO 65201
(573) 886-4392
(573) 886-4390

TO: Greg Edington
Public Works – Fleet Operations Superintendent

FROM: Tyson Boldan,
Buyer

DATE: May 18, 2012

RE: Bid Award Recommendation 25-02MAY12 – Fuel Dispensers removal
and Installation

Attached is the bid tabulation for the three bid responses received for the above referenced bid. Please return this cover sheet with your recommendation by **fax to 886-4390** after you have completed the evaluation of this bid. If you have any questions, please call or e-mail me.

DEPARTMENT REPLY:

Please complete the following:

Department Number: 2040

Account Number: 92300

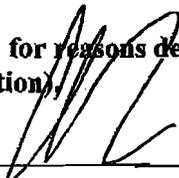
Budgeted: \$ 23,430

Award bid by low bidder *not including* options to Broyles Inc.

Award bid by low bidder *including* options to Neumayer Equipment Company.

Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).

Recommend rejecting bid for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature: 

Date: 5/21/12

25-02MAY12 - Fuel Dispensers Removal and Installation

BID TABULATION	Mid State Petroleum Equipment		Neumayer Equipment Company		Broyles Inc.	
	Quantity	Total	Quantity	Total	Quantity	Total
MOBILIZATION	1	\$100.00	1	\$419.00	1	\$648.00
ALL WORK REQUIRED FOR REMOVAL OF EXISTING FUEL DISPENSERS AND INSTALLATION OF NEW FUEL DISPENSERS AS PER SECTION 2 OF THIS BID	1	\$2,640.00	1	\$4,127.57	1	\$5,310.00
COST OF ALL MATERIALS REQUIRED INCLUDING ALL FOUR NEW FUEL DISPENSERS AS PER SECTION 2 OF THIS BID.	1	\$28,781.34	1	\$19,078.43	1	\$17,758.29
OPTIONAL: STAINLESS COVERING PER EACH NEW FUEL DISPENSER.	4		4	\$1,060.00	4	\$574.00
Bid Total		\$31,521.34		\$24,685.00		\$24,290.29

**PURCHASE AGREEMENT
FOR
FUEL DISPENSERS REMOVAL AND INSTALLATION**

THIS AGREEMENT dated the 12 day of July 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Neumayer Equipment Company**, 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 **Fuel Dispensers Removal and Installation**, County of Boone Request for Bid for **Fuel Dispensers Removal and Installation**, bid number **25-02MAY12**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated **May 14, 2012** and executed by **Susan A Burkhardt** on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, this Purchases Agreement. the Primary Specifications, Response Presentation and Review, the unexecuted Response Form, the Standard Terms and Conditions, and all applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **the date of award and extend through August 31, 2012** or upon completion and subject to the provisions for termination specified below.

3. Basic Services - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with **all labor and materials required for fuel dispensers removal and installation**. Items/service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to provide the items and service as specified and as agreed to in the bid specifications. All materials shall be FOB destination. Work shall be complete with in four (4) weeks after receipt of a notice to proceed.

5. Billing and Payment - All billing shall be invoiced to Boone County Public Works, 5551 hwy 63 South, Columbia, MO 65201. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt, all monthly statements must also have copies of applicable invoices; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

7. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

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

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

NEUMAYER EQUIPMENT COMPANY

BOONE COUNTY, MISSOURI

By Karen A Burkhardt

by: Boone County Commission

title President/Owner

Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

address Neumayer Equipment Co

5060 Arsenal Street
Saint Louis, Missouri 63139

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

James E. Pitchford
Signature by [Signature]

7/3/12
Date

2040/92300 -\$24,685.00

Appropriation Account

If the total of this bid is over \$25,000, then accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

BID FORM

Description	Quantity	Total
Mobilization (all mobilization cost shall be a set cost. No fuel surcharges or dynamic amounts will be accepted).	1	\$ 419.00
All work required for removal of existing Fuel Dispensers and Installation of New Fuel Dispensers as per section 2 of this bid.	1	\$ 4127.57
Cost of all materials required including all four New Fuel Dispensers as per section 2 of this bid.	1	(includes freight) \$ 19,078.43
Optional: Stainless covering per each New Fuel Dispenser.	4	\$ 265.00 each
Bid Total		\$ 23,625.00 (less options)

4.10. Attach Required Warranty information:

4.11. LIST ALL SUB-CONTRACTORS PLANNED TO BE UTILIZED ON THIS PROJECT:

Appx 4 weeks after NTP

4.12. Delivery And Installation to be complete after receipt of order: _____ Days

4.13. Attach any optional Warranties and pricing schedules.

Identification of Bidders/Offerors: How were you notified or heard about this bid/proposal?

- newspaper advertisement
- Boone County Electronic Bid Notification
- other, please list: _____

4. Response Form – Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number, and the due date and time.

4.1. Company Name: Neumayer Equipment Company

4.2. Address: 617 Apache Trail

4.3. City/Zip: Jefferson City, MO 65109

4.4. Phone Number: 573-893-7601

4.5. Fax Number: 573-893-7769

E: Mail Address: Mikal-Thoraki1@neumayerequipment.com

4.6. Federal Tax ID: 43-0432090

- 4.6.1. Corporation
- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____
- Other (Specify) _____

4.7. BID RESPONSE – Bid prices must include any and all labor, parts, and material required to perform the work described in Section 2 of this bid request.

4.08. Bidder must provide at least three (3) references for services rendered to commercial clients that are similar in size and scope of this project. References should be provided in Exhibit A.

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

Authorized Representative (Sign By Hand):

Susan A Burkhardt

Type or Print Signed Name: Susan A. Burkhardt

Today's Date: 5-14-12

City
County of Saint Louis

State of Missouri)ss
)

My name is Susan Burkhardt. I am an authorized agent of Neumayer Equipment (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

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

Susan A. Burkhardt 5-14-12
Affiant Date

Susan A. Burkhardt
Printed Name

Subscribed and sworn to before me this 14th day of May, 2012

Catherine A Baker
Notary Public



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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Susan G. Burkhardt, President / Owner
Name and Title of Authorized Representative

Susan A Burkhardt
Signature

5-14-12
Date

(References of similar services for governmental agencies are preferred)

1. **Prior Services Performed for:** *please see attached*

Company Name: *Jeff City Oil*
Address: *1601 Christy Drive 65102*

Contact Name: *Tom Kolb*
Telephone Number: *573-635-2008*

Date of Contract: *12-1-2011*
Length of Contract: *60 Days*

Description of Prior Services (include dates):

Installed Sapphire/ruby POS, contract for service

2. **Prior Services Performed for:**

Company Name: *Gier Oil Co.*
Address: *301 East 8th St. Eldon, MO 65026*

Contact Name: *Tony Gier*
Telephone Number: *573-392-6150*

Date of Contract: *1-4-12*
Length of Contract: *30 Days*

Description of Prior Services (include dates):

Maintenance of c-stores, repairing dispensers

3. **Prior Services Performed for:**

Company Name: *Warrenton Oil Co.*
Address: *2299 S. Speedelane
warrenton, MO 63383*

Contact Name: *Joe Gmelner*
Telephone Number: *636-456-3346*

Date of Contract: *5-10-12*
Length of Contract: *current*

Description of Prior Services (include dates):

Maintenance of c-stores, concrete replacement

HWY 40 MOGA STOP/LION	14306 E. 40 HWY	KANSAS CITY, MO 64136	SAPHIRE	3146521113
Indian Country	20330 US Hwy 75	Holton, KS 66436	VEEDERROOT	7853644223
Quiktrip #160/Excel	9025 Johnson Drive	Merrian, KS 66202	GROUND UP	9132611000
EXPRESS MART OF LONGVIEW	7007 LONGVIEW RD	KANSAS CITY, MO	SAPHIRE	8167656877
SHELL	10 S. CENTRAL	BUCKNER, MO 64016	SAPHIRE	8166506955
PRAIRIE VIEW PHILLIPS	6250 NW BARRY RD	KANSAS CITY, MO 64151	SAPHIRE	8165849535
PRAIRIE VIEW PHILLIPS	5910 NW PRAIRIE VIEW RD	KANSAS CITY, MO 64151	SAPHIRE	8165870762
COSTCO#373/JONES COVER	19040 E. VALLEY VIEW PKWY	INDEPENDENCE, MO	TANK	9099727581
COSTCO #375/JONES COVER	241 EAST LINWOOD BLVD	KANSAS CITY, MO 64111	CONCRETE	4253136961
COSTCO #369	12221 BLUE VALLEY PARKWAY	OVERLAND PARK, KS	TANK	9099727581
ALL AMERICAN PRIDE	ALL AMERICAN PRIDE	PO BOX 872, OAK GROVE, MO6407	DISPENSERS	
WATERWAY GAS-N-WASH #30	12100 COLLEGE BLVD	OVERLAND PARK, KS 66223	SAPHIRE	6365371111
WATERWAY GAS-N-WASH #33	8110 W. 135TH ST	OVERLAND PARK, KS 66223	SAPHIRE	6365371111
WATERWAY GAS-N-WASH #32	4200 W. 119TH STREET	LEAWOOD, KS 66209	SAPHIRE	6365371111
THE MARKET	25600 W. VALLEY PARKWAY	OLATHE, KS 66061	SAPHIRE	9137681190
QT #207	8501 WINNER ROAD	KANSAS CITY, MO 64057	ISLANDREPL	8162219242
HASTINGS AIRPORT	3300 W. 12TH	HASTINGS, NE 68901	PIPING	4024628732
ODESSA BP	414 W. 40 HWY	ODESSA, MO 64076	CONTROLLER	8166337100
SAM'S CLUB #6877	2051 N. MORLEY	MOBERLY, MO 65270	CONTAIN EQ	8668651785
ATK-LAKE CITY AMMUNITION/RAND	LAKE CITY ROAD	INDEPENDENCE, MO 64056	TANKS ONLY	81642214143
CONOCO PHILLIPS	301 S. STATE ROUTE 7	PLEASANT HILL, MO 64080	SAPHIRE	8169875700
DELI FOOD PLAZA	18865 S GARDNER RD	GARDNER, KS 66030	SAPHIRE	9138845235
QUIKTRIP #164	6637 NIEMAN ROAD	SHAWNEE, KS 66203	ISLAND ADD	9139155112
US FOOD MART	10421 KAW DRIVE	EDWARDSVILLE, KS	SAPHIRE	9134419889
GENESIS/SBJC VALERO	8422 SOUTH STATE ROUTE 7 HWY	BLUE SPRINGS, MO 64014	TANK INSTA	8162295900
EXPRESSWAY STOP	2785 STATE HWY O	SPRINGFIELD, MO 65803	PIPING	
CONOCO/MIKE AZIZ	5531 LEAVENWORTH RD	KANSAS CITY, KS	SAPHIRE	9139637898
SHOP EAZY #7/MIKE AZIZ	6510 NE US HWY 69	PLEASANT VALLEY, MO 64068	SAPHIRE	8167817759
JLB OIL - JB'S ONE STOP	13094 W. 95TH STREET	LENEXA, KS 66215	SAPHIRE	9134382063
MEINER'S - DESOTO, MO	34200 COMMERCE DR.	DESOTO, MO 66018	SAPHIRE	8169410609
MEINER'S - BLUE SPRINGS, MO	1005 CORONADA RD.	BLUE SPRINGS, MO 64014	SAPHIRE	8169410609
MEINER'S - LEE'S SUMMIT	1299 SW ARBORWALK RD.	LEE'S SUMMIT, MO 64068	SAPHIRE	8169410609
EXPRESSWAYS SHELL	221 E. YOUNG STREET	WARRENSBURG, MO 64093	SGL PASSPT	
QT#531/HANSEN	US HWY 141 & NW 54TH AVE	GRIMES, IA 50111	GRD UP	5152701117
Fuel Master / Frank Imo	418 Booneslick Rd.	New Florence, Mo 63363	FUEL MASTE	
Scotty's Conoco	114 Hwy E	Silex, MO 63377		5733845799

Iguana Watersports	30703 Rustic Rd.	Rocky Mount, MO 65072	DISPENSERS	5733652399
Niemann Foods 702	2610 St. Mary's Ave.	Hannibal, MO 63401	DISPENSERS	2172215600
Niemann Foods 701	1910 Market St.	Hannibal, Mo 63401	DISPENSERS	2172215600
Rainbow Market	4004 Rainbow Dr.	Jefferson City, MO 65109	DISPENSERS	5738936030
Mertens Oil	Eugene/Eldon		DISPENSERS	5736356419
FORT LEONARDWOODBLD 5086	370-2 Old Rte 66	St. Robert, MO 65584	TANKS/PUMP	1800553052
County Market Express/Niemann	8455 Hwy 24	Taylor, MO 63471	DISPENSERS	2172215600
C.T.JEWELL DIST./BUCKS	4955 SOUTH 72ND STREET	OMAHA NE 68117	EQUIP/DISP	4025589860
Dody's	7229 Heritage Hwy	Jefferson City, MO 65109	SAPPHIRE	
BREAKTIME #3065/MFA	1411 WEST MONROE	MEXICO, MO 65265	VEEDER ROO	5738760449
Phil Mart	500 South Main	Salem, MO 65560	SAPPHIRE	5737296604
Stadium 66	807 Stadium Blvd	Jefferson City, MO 65109	SAPPHIRE	6183978340
MONROE CITY AMOCO	1707 N MISSOURI	MACON, MO 63552	UPGRADE	
CODY'S #2	1308 SPUR DRIVE	MARSHFIELD, MO 65706	VIPER BRD	5733926150
CODY'S #1	185 HWY W	MARSHFIELD	VIPER BRD	5733926150
54 QUICK STOP	10 LAKELAND RD	LAKE OZARK, MO 65049	RUBY	5733651243
EUGENE EAGLE STOP	14318 MT. CARMEL RD	EUGENE, MO 65032	VIPER BRD	5733926150
BATTLEFIELD EAGLE STOP #1	820 E BATTLEFIELD	SPRINGFIELD, MO 65807	VIPER BD	5733926150
ELDON EAGLE STOP	100 EAST 4TH ST.	ELDON, MO 65026	VIPER BRD	5733926150
BATTLEFIELD EAGLE STOP #2	4021 W. LARK	SPRINGFIELD, MO 65801	VIPER BRD	5733926150
LAKER'S EAGLE STOP	535 EAST US HWY 54	CAMDENTON, MO 65020	VIPER BRD	5733926150
ST. ROBERTS EAGLE STOP	681 OLD ROUTE 66	WAYNESVILLE, MO 65583	VIPER BRD	5733926150
WILLARD EAGLE STOP	652 HUNT RD	WILLARD, MO 65781	VIPER BRD	5733926150
BUFFALO EAGLE STOP	1212 ASH ST	BUFFALO, MO 65622	VIPER BRD	5733926150
87 EAGLE STOP	19618 STEVEN KOLE COURT	BOONVILLE, MO 65233	VIPER BRD	5733926150
1-70 EAGLE STOP	1704 N. PROVIDENCE RD	COLUMBIA, MO 65201	VIPER BRD	5733926150
CALIFORNIA EAGLE STOP	101 E. BUCHANAN ST. #A	CALIFORNIA, MO 65018	VIPER BRD	5733926150
1-44 EAGLE STOP	1439 S. JEFFERSON	LEBANON, MO 65536	VIPER BOAR	5733926150
EZ STOP	1041 KARSCH BLVD	FARMINGTON, MO 63640	SAPPHIRE	5733926150
EAGLE STOP	31800 PHEASANT DRIVE	LEBANON, MO 65536	SAPPHIRE	5733926150
VERSAILLES EAGLE STOP CENEX	810 WEST NEWTON	VERSAILLES, MO 65084	SAPPHIRE	5733926150
KK EAGLE STOP CENEX	5995 HWY 54 & KK	OSAGE BEACH, MO 65065	SAPPHIRE	5733926150
EAGLE STOP BASS PRO CENEX	105 WEST 4TH ST.	ELDON, MO 65026	SAPPHIRE	5733926150
MUDDY CREEK EAGLE STOP	23685 HWY MM	SEDALIA, MO 65301	SAPPHIRE	5733926150
EAGLE STOP EDGAR SPRINGS	36755 HWY 63 SOUTH	EDGAR SPRINGS, MO 65462	SAPPHIRE	5733926150
FAIR GROUNDS EAGLE STOP	2959 N. GRANT ST.	SPRINGFIELD, MO 65087	SAPPHIRE	5733926150

LOHMAN EAGLE STOP GENEX	8715 ROUTE C	LOHMAN, MO 65053	SAPPHIRE	5733926150
EAGLE STOP BOONVILLE GENEX	16900B HWY	BOONVILLE, MO 65233	SAPPHIRE	5733926150
SCOTT'S 2 CONOCO	119 GREEN ST	Eolia, Mo	SAPPHIRE	5734852091
All Star Express	906 Madison Ave	St. Roberts, MO 65584	SAPPHIRE	5733367372
ULTRA MART III	2102 PARIS ROAD	COLUMBIA, MO 65202	DISPENSERS	5734748711
MJ'S MINI MART	8699 NORTH STATE HWY 5	CAMDENTON, MO 65020	SAPPHIRE	5738735098
DI'S/VOSS	3945 HWY 50	BEAUFORT, MO 63013	SAPPHIRE	5734843929
COUNTRY MARKET EXPRESS#740	1501 NORTH 12TH STREET	QUINCY, IL 52301	VERIFONE	2172215600
BUCKMAN'S CONVENIENCE	625 HWY 24 & 36 EAST	MONROE CITY, MO 63456	SAPPHIRE	5737354104
CROSSROADS CONVENIENCE LLC	40001 HWY 42	WEST BRINKTOWN, MO 65443	DISPENSERS	5734226340
JOPLIN PETROMART/I-80 GROUP	4240 HWY 43	JOPLIN, MO 64804	BIO INSTAL	5634685289
SHOP N GO	202 E. ILLINOIS ST	KIRKSVILLE, MO 63501	POS SYSTEM	6606655458
PICK 701/NIEMANN FOODS	MARKET STREET	HANNIBAL, MO	VEEDER-ROO	2172215600
CUBA MUNICIPAL AIRPORT	1360 HWY DD	CUBA, MO 65453	DISPENSER	8856453
PILOT #669 P2	111570 HWY FF	JOPLIN, MO 64804	SPILL BUCK	8655887488
COLE COUNTY PUBLIC WORKS	5055 MONITICELLO ROAD	JEFFERSON CITY, MO	FUEL MASTE	5733655620
BILL'S IMPERIAL/FAS-TRIP	919 JEFFERSON STREET	WASHINGTON, MO 63090+	SAPPHIRE	6362393444
LUEBBERING PHILLIPS 66	HWY 00 & 54	HOLTS SUMMIT, MO 65043	DISPENSER	5736353238
CFM #2 CONOCO/JEFFERSON CITY	3714 TRUMAN BLVD	JEFFERSON CITY, MO 65010	DISPENSERS	5736342025
CFM #3 CONOCO/JEFFERSON CITY	701 EASTLAND	JEFFERSON CITY, MO 65010	DISPENSERS	5736342025
MOBERLY TRAVEL CENTER	HWY 24 & HWY 63	MOBERLY, MO 65270	EPP/VF	6602635510
AUDRAIN MEDICAL CENTER	620 EAST MONROE STREET	MEXICO, MO 65265	VROOT	5735828345



GASBOY® WARRANTY POLICY STATEMENT

(Limited Warranty) New Product WARRANTY for USA and CANADA

GASBOY GUARANTEES NEW SERVICE STATION EQUIPMENT MANUFACTURED BY GASBOY IN ACCORDANCE WITH THE PROVISIONS STATED BELOW

Gasboy will repair or replace parts and equipment found to be defective in materials or workmanship during the warranty period, subject to the following:

- Labor and travel costs incurred by the Authorized Service Contractor (ASC) while servicing Gasboy equipment are included, unless excepted, and will be paid at previously contracted rates to the qualified ASC.
- Warranty services must be performed by the nearest Authorized Service Contractor qualified to perform service on the defective equipment.
- Gasboy will supply new or rebuilt parts to replace parts which are found to be defective within the warranty period. Parts returned to Gasboy must be shipped with transportation charges paid and will be replaced with parts with transportation charges prepaid by Gasboy.
- New equipment installations must be registered with the Gasboy Call Center within 24 hours of installation to receive full warranty benefits; otherwise, the warranty period commences at the date of invoice.
- Warranty service response time is 24 hours from time service is requested, Monday through Friday (8:00 A.M. until 5:00 P.M.), excluding weekends. Emergency warranty response time is on-site within 4 hours. Hazardous warranty response time is on-site within 1 hour. Priority situations, emergency and hazardous, include imminent release of hazardous or dangerous materials, situations with imminent danger to life or property, and a complete site-down situation or 50 percent or more of the fuel dispensing capacity for any one product is inoperative. Overtime will be paid for priority situations only occurring outside routine warranty service hours.
- Warranty repair requiring rented equipment, overtime premium, lodging or charter travel must be approved in advance of service expenditure by the Gasboy Warranty Administration Department.

Commercial Pumps and Dispensers

Commercial and Retail Pumps and Dispensers are warranted against defects in material and workmanship for 12 months from date of installation or 24 months from date of original invoice, whichever occurs first. Warranty coverage includes parts and labor. Field-installed kits are warranted against defects in material and workmanship for 12 months from date of installation or 24 months from date of original invoice, whichever occurs first. The warranty coverage is for parts only.

Exclusions: This warranty excludes hose breakaways, nozzles, hoses and fittings, nozzle-end swivels, retriever cables, graphics materials specified by the customer, fuel filters, belt adjustments, meter calibration, fluorescent lamps, vapor recovery testing and balance system piping, customer-specified items manufactured by others, and customer requested reprogramming of equipment. Some of these excluded items may be warranted by their manufacturer, and warranty claims in connection with these items should be presented directly to the manufacturer.

Pressure Regulators

Pressure Regulators (Model 52A Valve) are warranted against defects in material and workmanship for 12 months from date of installation or 24 months from date of original invoice, whichever occurs first. Non-registered equipment warranty will default to invoice date. The warranty coverage is for parts only.

New Spare Parts

All new spare parts or warranted replacement parts are warranted against defects in material and workmanship for 12 months from date of original invoice. The warranty coverage is for parts only.

Keytrol®

The Keytrol is warranted against defects in material and workmanship for 12 months from date of installation or 24 months from date of original invoice, whichever occurs first. For factory-installed units, the warranty coverage includes parts and labor. For field-installed units, the warranty coverage is for parts only.

Fuel Management Systems

CFN® PLUS, CFN/Profit Point, Islander™ PLUS, ICR PLUS, TopKat™, Fuel Truck Controller, and factory-installed Fuel Point® Readers are warranted against defects in material and workmanship for 12 months from date of installation or 24 months from date of original invoice, whichever occurs first. The warranty coverage includes parts and labor.

Standalone and Retrofit Fuel Point Readers, and Fuel Point and Fuel Point PLUS vehicle and dispenser components are warranted against defects in material and workmanship for 12 months from date of installation or 24 months from date of original invoice, whichever occurs first. The warranty coverage is for parts only.

The warranty for field installed/retrofitted Fuel Point Readers is non-transferable. The removal and installation of such components into another pump/dispenser will void the warranty.

Fuel Management System Peripherals

Peripherals (PLUS Wireless Gateway Terminals, PLUS Wireless Programmer, Mifare POD Reader, Modems, CRTs, Flat Screen, Scanner, PIN Pad, Customer Display) are warranted against defects in material and workmanship for 12 months from date of installation or 24 months from date of original invoice, whichever occurs first. The warranty coverage is for parts and labor.

Printers (Logger, Receipt, and so on) are warranted against defects in material and workmanship for 90 days from date of installation or 180 days from date of original invoice. The warranty coverage is for parts and labor.

Peripherals (Encoders and Embossers) are warranted against defects in material and workmanship for six months from date of original invoice. The warranty coverage is for parts only.

PC Software Products, including Fleet Head Office software, are warranted against defects in material and workmanship for 90 days from the date of installation. The warranty coverage is for parts only.

General Exclusions

1. Problems caused by faulty installation are not covered by this warranty. This warranty applies only if equipment has been installed and used in accordance with Gasboy Installation, Operating, and Service Instructions. Problems caused by improper maintenance of equipment are not covered by this warranty.
2. Use of service personnel other than qualified Gasboy service providers without prior approval of the Warranty Administration Department will void payment of the warranty claim in question.
3. Damage suffered by Gasboy's equipment resulting from shipping, accident, power surges, neglect, misuse, act of Nature, or abuse is not covered by this warranty.
4. Use of non-Gasboy replacement parts, defects caused by the unauthorized addition of non-Gasboy items to Gasboy equipment or by the unauthorized alteration of Gasboy equipment voids this warranty.
5. THIS WARRANTY DOES NOT COVER ANY INDIRECT DAMAGES OR LOSS OF PRODUCT OR REVENUE. Repair or replacement of the defective part or component under the terms of this warranty is the EXCLUSIVE REMEDY. Gasboy is not liable for incidental, consequential or indirect damages or loss, including without limitation personal injury, death, property damage, environmental damages, product damages, loss of product, or loss of revenue or profits. Gasboy is not liable for any claims or lawsuits against the customer.
6. This warranty does not cover any pump or dispenser components that come in contact with Biodiesel (21% or greater), E85, M85, or fuels containing more than 5% methanol or 10% ethanol or 15% MTBE by Volume, unless the units are specifically, originally built for use with these special fuels. Notwithstanding the foregoing, beginning with units built on April 1, 2008, Gasboy pump or dispenser components will be warranted for use with ethanol fuels up to E15.
7. Gasboy dispensers shall not be used for the direct fueling of aircraft without filters, separators, and other equipment necessary to ensure product purity.
8. Atlas® E85 dispensers (models 9872KX series) are approved for use with ethanol fuel blends up to E85 (85% ethanol) and are suitable for use with Biodiesel fuels up to B100.
9. Diesel Exhaust Fluid (DEF) dispensers (models 9862KX) or the DEF hydraulic components within a dispenser are intended for approved DEF only, and therefore are not warranted for use with any other fluid or fuel. All DEF must meet applicable API standards. Use of any fluid(s) other than API-approved DEF will void this warranty.
10. Atlas DEF warm weather dispensers (models 9862KX-WW) without an internal heater are not approved for use in ambient temperatures below +12 °F, and are not warranted for any damage or failure caused by freezing DEF.

THE WARRANTY CONTAINED HEREIN IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESSED, IMPLIED OR STATUTORY WARRANTIES. WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.

PRODUCT LINE	Warranty Period (Months)		
	From Install	From Invoice	Coverage Includes
Commercial Pumps and Dispensers			
Atlas Series	12	24	Parts and Labor
Atlas AST Series	12	24	Parts and Labor
Alternative Fuel Models	12	24	Parts and Labor
Satellites (215/216)	12	24	Parts and Labor
Field Installed Kits	12	24	Parts Only
Pressure Regulator Valve			
Model 52A	12	24	Parts Only
Keytrol			
Factory Installed	12	24	Parts and Labor
Field Installed	12	24	Parts Only
FMS Systems			
CFN PLUS/CFN/Profit Point	12	24	Parts and Labor
Islander PLUS/ICR PLUS	12	24	Parts and Labor
Fuel Truck Controller	12	24	Parts and Labor
TopKat	12	24	Parts and Labor
Fuel Point Readers (factory)	12	24	Parts and Labor
Fuel Point Readers (field kit)	12	24	Parts Only
Fuel Point and Fuel Point PLUS Vehicle and Dispenser Components	12	24	Parts Only
FMS Peripherals			
Modems, CRTs, Scanner, and so on	12	24	Parts and Labor
PLUS Systems Wireless Gateway Terminal, Wireless Programmer, and Mifare POD Reader	12	24	Parts and Labor
Encoders/Embossers	-	6	Parts Only
Printers	90 days	180 days	Parts and Labor
Fleet Head Office/PC Software Products	90 days	-	Parts Only

NEUMAYER EQUIPMENT COMPANY, INC.



PETROLEUM • AUTOMOTIVE • INDUSTRIAL EQUIPMENT & SUPPLIES

QUOTATION AND CONTRACT FORM

5060 ARSENAL STREET
ST. LOUIS, MISSOURI 63139-8905
(314) 772-4501 / FAX (314) 772-2311

Quote # 2012470 rev.

Customer: BOONE COUNTY PUBLIC WORKS
TYSON BOLDAN
613 EAST ASH, ROOM 109
COLUMBIA, MO 65201

Salesperson: MIKAL THORNHILL
Plan Date /Revision: 5/14/2012
Project Name: DISPENSER REPLACEMENT
Project Location: 5551 HWY. 63 SOUTH
COLUMBIA, MO 65201

- Scope** Provide all labor and equipment necessary to complete the following Scope of Work.
- 1 Perform precision line tightness test on all product lines prior to commencement of, and at the completion of, project.
 - 2 Provide a licensed electrician for the dis-connection and re-connection of all equipment. All electrical work shall be performed in accordance with applicable current NFPA 30,30A and 70 code.
 - 3 All involved equipment shall be de-energized in accordance with CFR1910.147, OSHA lockout-tagout procedure.
 - 4 Remove, save and protect the existing pulsers from all units, to be reinstalled in the new replacement dispensers and shall be compatible with the existing Fuel Master System.
 - 5 Remove, save and protect all existing hoses, nozzles breakaways and swivels and fire valve brackets, inspect and reinstall on new dispensers if in good working condition.
 - 6 Remove four(4) existing Gasboy, single grade, two hose dispensers from the islands, drain, cap/plug all product inlets, remove from subject property and dispose of in a manner consistent with customary industry practice.
 - 7 Furnish and install three (3) Gasboy Atlas model # 9853KXTW1 DF, single product, (Diesel) two hose dispensers with a flow rate of up to 22 GPM (gallons per minute) and one (1) Gasboy Atlas model # 9853KXTW1 DF single product, (Unleaded) two hose dispenser with a flow rate of up to 22 GPM (gallons per minute) all dispensers shall be compatible to up to 10% ethanol blended fuel and shall include painted top and sides, LCD displays, electronic totalizers shall have internal spin on high capacity filters. All dispensers shall be securely fastened to the existing concrete island per manufacturers specifications. *Manufacturers Warranty attached.
 - 8 Purge all product lines and calibrate all meters to the required tolerances as required by Missouri Department of Agriculture, Weights and Measures Division, Handbook 44
 - 9 Perform Gilbarco Authorized Service Contractor startup and commissioning of all new dispensers.
 - 10 Complete and submit the required Missouri Weights and Measures form #074 Placed in Service Report for Retail Motor Fuel Dispensers.

Notes

- 1 See material schedule attachment "A"
- 2 Estimated sales taxes are excluded. Quotation presumes either that customer is a Tax Exempt Entity or the Project is a Tax Exempt Project. Customer shall provide Neumayer Equipment Co. Inc. with a Tax Exempt Certificate and associated documentation, or sales tax will be treated as an addition to the originally quoted sum.
- 3 All additions and deductions to the contract price will be via our CHANGE ORDER#059
- 4 Quotation does not include labor or materials for work that is not implicitly specified within this quotation.
- 5 Quotation includes applicable freight.
- 6 Quotation is based upon the use of the existing underground and interior conduits and conductors to install the proposed components, it does not provide for any electrical upgrades or emergency stop requirements.
- 7 Permits, engineered-sealed drawings and processing fees are not included in this quotation. At your direction we will perform the work and obtain all necessary permits. The charges will be added to the contract price.
- 8 All permits shall be procured by Boone County.

Quote # 2012470 rev.
Customer: BOONE COUNTY PUBLIC WORKS

Salesperson: MIKAL THORNHILL
Plan Date /Revision: 5/14/2012

Option 1 Stainless steel sheathing.

To include stainless steel sheathing for the Top, Sides, Front and Back Panels please initial here _____ date _____ and indicate the number of dispensers requiring stainless steel sheathing _____ x **\$265.00** per dispenser = \$ _____ to be invoiced in addition to the quoted total via our CHANGE ORDER #059.

Terms
Due NET 10 upon Completion

TOTAL \$23,625.00

We submit this quotation of our interpretation of your requirements, subject to the terms and conditions included with this quotation. When accepted by the customer, this proposal will constitute a bona fide contract between Customer and Seller, subject to the approval of the Seller's credit manager. Prices quoted are for acceptance within thirty (30) days and, unless otherwise specified, and are subject to change without notice after that date.

Neumayer Equipment Company, Inc.

BOONE COUNTY PUBLIC WORKS

Approved By: 

Approved By: _____

Date Signed: 5/14/2012

Title: _____

Date Accepted: _____

Customer: BOONE COUNTY PUBLIC WORKS
Project: DISPENSER REPLACEMENT
Quote #: 2012470

Attachment "A" - Material Schedule

QTY	SEQ.#	PART#	MFG	DESCRIPTION
4		0 9853KXTW1	C GILBARCO	TWIN, TWO PRODUCT, SIDE LOAD, DISPENSER

TERMS CONDITIONS

- A. The entire contract between Neumayer Equipment Company ("Seller") and Customer is embodied in this writing (the "Contract") and this writing constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of the Contract. It is expressly agreed that there are no promises, agreements, or understandings, oral or written, not specified in this proposal. Any and all representations, promises or statements made by employees or representatives of the Seller do not constitute warranties, shall not be relied on by the Customer, and are not part of this Contract. No Waiver, alteration or modification of the terms and conditions of this Contract shall be binding unless in writing and signed by an officer of Seller.
- B. Prices quoted are for acceptance within thirty (30) days and, unless otherwise specified, are subject to change without notice after that date.
- C. Delivery promises and installation are contingent upon fire, strikes, accidents, availability of materials, acts of God, or other causes beyond Sellers control. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Time shall not be of the essence of this Contract. The Seller is not liable for any loss or damages resulting from delay, however caused or occasioned.
- D. Delivery, unless otherwise stated, does not include unloading. Delivery to Sellers plant for purposes of convenience, coordination, or price protection shall be considered "delivery" for billing purposes.
- E. The Customer shall make a storage area available to Seller. Any necessary relocation of equipment or installation materials from the designated storage area will be at Customer's expense.
- F. Seller warrants, which warranty shall survive for a period of one (1) year from the date of completion of installation, only that the installation of all equipment shall be done in a workmanlike manner in accordance with standard procedures. (THE SELLER MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.) The Sellers obligations and liability under the workmanlike warranty are expressly limited to performing the labor necessary to correct any defect in the installation of the equipment. Neither party shall be liable for special, indirect, or consequential damages. The remedies set forth herein are exclusive, and the liability of the Seller, whether in contract, tort, or otherwise, shall not, except as expressly provided herein, exceed the price of the installation on which such liability is based. No employee or representative of the Seller is authorized to change this warranty in any way or grant any other warranty. Equipment furnished as part of this proposal is warranted by the manufacturer of such equipment, and Seller makes no warranties whatsoever as to such equipment. The Customer shall make all claims for breach of warranty to the manufacturer offering such warranty, and in the manner specified by the manufacturer of the equipment with a copy of the claim to the Seller. Seller agrees to perform all work in an orderly and workmanship like manner, conforming to all state and local codes, as required. Seller is not responsible for any new laws or regulations not now in effect. Labor, materials and equipment supplied by Seller shall be warranted as specified by the individual contractor, supplier or manufacturer.
- G. The work to be performed and the quotations therefore are based on normal soil conditions. In the event any underground structures, hazardous substances or conditions, cables, sewer, utility lines, conduit, debris, rock, water or running sand are encountered, destroyed or damaged during the performance of the contract, the Seller shall not be held responsible and shall be indemnified and held harmless by Customer. Additional costs and liabilities (including attorneys fees) resulting shall be borne by the Customer.
1. In case of winter work, frost removal is not included in this proposal unless otherwise specified.
 2. Property lines and finished grades are to be established and verified by the Customer.
- H. Customer will be responsible for filling all underground storage tanks with liquid ballast *immediately* upon setting tanks in excavations. The Seller shall not be responsible for contamination or loss of product used for ballast, unless contamination or loss of product is due to negligence on the part of Seller. Unless Seller anchors tanks using its recommended method, and warrants in writing that the tanks will not float, the Seller shall be held harmless by Customer in the event a tank should float. All expenses of equipment, labor, and materials to reinstall tanks shall be borne by Customer.
- I. Labor, materials and outside services for electrical, blacktop, water and sewer work are not included in this Contract unless specified.
- J. No provision is made in this Contract for special fees, permits, licenses or similar expenses. If Seller is requested to furnish same, such charges will be added to the contract price. The Customer shall furnish all surveys necessary for proper installation. Easements, structures, or permanent changes in the existing facilities shall be secured and paid for by the Customer.
- K. Unless otherwise directed by Customer, if this Contract includes installation, it is a construction contract. Whether itemized or not, a construction contract is an agreement between the Contractor and the Owner to improve, repair, replace, erect or alter real property. It is expressly agreed that title to and ownership of the materials included in construction contracts pass from the Contractor to the Owner upon permanent and complete installation as a fixture to realty. If otherwise directed by the Customer, this Contract will be a sale of tangible personal property. Much may not be installed, with title to and ownership of the materials included in the contract passing upon delivery, prior to installation, as tangible personal property. The construction contract will include a service charge or surcharge (S/C) to cover a portion of the non-itemized expenses incurred in the fulfillment of the contract. All taxable sales of tangible personal property will have the appropriate sales tax (S17) charged on the invoice.
- L. If this contract is for work to be performed in the States of Arkansas or Kansas or if this contract does not include installation or if it is a contract with a valid tax-exempt organization or if a valid resale certificate has been issued, it is a sale of tangible personal property and it is expressly agreed that title and ownership of the materials pass upon delivery, prior to installation.
- M. Seller reserves the right to charge the Customer one and one-half percent (1-11/2%) per month, on all past due balances. This represents an annual interest rate of eighteen percent (18%). The Customer agrees to pay Seller attorney's fees and all other costs of collection if its account is placed in the hands of an attorney for collection.
- N. Quotations covering work to be accomplished in locations where lines and conduits presently exist are based upon utilizing these existing lines and conduits unless so stated. Quotations based upon utilizing existing lines or conduits assume that these lines or conduits are good and usable in their present condition. Should it be determined, as the installation progresses, that these existing lines or conduits require any repair, upgrading, or work of any kind, this additional work is not included in the quoted price. The extra will be charged out on a time and material basis, unless other arrangements are made and specified in writing, signed by the parties.
- O. Indemnity Agreement - The Customer covenants to and hereby indemnifies and save harmless and exonerates the Seller of and from all liability, claims and demand for bodily injury, environmental contamination, and property damage arising out of the work undertaken by the Seller, its employees, agents, or its subcontractors, and arising out of any other operation, no matter by whom, performed for and on behalf of the Customer, whether or not due in whole or in part to conditions acts or omissions done or permitted by the Seller or Customer, except for such liability as is covered by paragraph F above or be the Seller's workmen's compensation insurance.
- P. Partial payments will be expected as work progresses. Billings will be made as the various phases of the work are completed and as major items of equipment are delivered.
- Q. If this project includes the purchase of installation of underground storage tanks, Customer is REQUIRED by Federal Law to notify the appropriate government agency regarding the existence of these tanks. Contact your State environmental authority for exact reporting procedures. It Customer may cancel this contract after acceptance only under the following terms and conditions: (1) Any such cancellation must be in writing, and must be received by Seller five (5) business days prior to the date upon which work is to be begin. (2) Five percent (5%) of the total amount of the contract sum will be charged as a cancellation charge, payable within ten (10) days of the date upon which Seller identifies to Customer the exact cancellation charge amount (3) In addition to the cancellation charge, Customer is responsible for any restocking or similar charges imposed upon Seller by manufacturers or suppliers of the equipment ordered for this project. No employee of the Seller has the authority to waive cancellation charges, which may only be waived in writing by the President of the Seller.
- S. Except to the extent of the applicability of the Mechanics' Liens Law of Illinois, this contract shall be enforced, governed and construed under the laws of the State of Missouri by and through courts of competent jurisdiction in Missouri.
- T. If any provision of this Contract is held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision hereof.

If the work is to be performed in Missouri, the following applies:

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.

**If the work is to be performed in Illinois, the following applies:
THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT A SWORN STATEMENT OF PERSONS FURNISHING MATERIALS**



Request for Bid (RFB)

Boone County Purchasing
613 E. Ash, Room 109
Columbia, MO 65201

Tyson Boldan, Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: tboldan@boonecountymo.org

Bid Data

Bid Number: **25-02MAY12**
Commodity Title: **Fuel Dispensers Removal and Installation**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Pre-Bid Conference with Site Visits

Day / Date: **Wednesday April 25, 2012**

Time: **1:00 P.M.**

Location: **Boone County Public Works Building**

5551 Highway 63 S

Columbia, MO 65201

Bid Submission Address and Deadline – Bid Closing

Day / Date: **Wednesday May 02, 2012**

Time: **1:30 P.M.**

Location / Mail Address: **Boone County Purchasing Department**

Boone County Annex Building

613 E. Ash, Room 109

Columbia, MO 65201

Directions: **The Annex Building is located on the Northeast corner at 7th Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available.**

Bid Opening

Day / Date: **Wednesday May 02, 2012**

Time: **1:30 P.M.**

Location / Mail Address: **Boone County Purchasing Department**

Boone County Annex Building

613 E. Ash, Room 109

Columbia, MO 65201

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
 - Example Performance Bond**
 - Example Labor and Material Bond**
 - Exhibit A**
 - Work Authorization Certification**
 - Certification of Individual Bidder**
 - Individual Bidder Affidavit**
 - Debarment Form**
 - Affidavit—OSHA Requirements**
 - Prevailing Wage Order #18**
 - Standard Terms and Conditions**
 - “No Bid” Response Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
 - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
 - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
 - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. 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 or e-mail, 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. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **Award** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award to one or multiple respondents. The County also reserves the right to award only some items or groups of items on this bid. All Sub Contractors must be approved before beginning work on this project.
- 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 AND/OR SERVICES 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 of all labor, materials, tools, equipment, transportation, services, and supervision to perform the replacement of fuel dispensers. The Contractor will provide four (4) new dispensers that shall be installed. The four (4) new dispensers shall replace existing dispensers at the Boone County Public Works Facility located at 5551 Highway 63 S. Columbia, MO 65201. The contractor shall also be responsible for the legal removal and disposal of the replaced dispensers and materials.
- 2.2. **Scope of Services-** The Contractor shall furnish all labor, and equipment necessary to complete the following:
 - 2.2.1. **Removal and disposal of four (4) current fuel dispenser units.**
 - 2.2.2. **Installation of four (4) new fuel dispenser units.**
- 2.3. **Fuel Dispenser Specifications**
 - 2.3.1. Fuel Dispensers to be Gasboy Commercial Dispenser, model 9853KXTW1 or pre-approved equal.
 - 2.3.2. Three (3) dispensers are two (2) hose, high flow (up to 22 gpm), diesel (single product) and One (1) is two (2) hose, high flow (up to 22 gpm), unleaded (10% ethanol blend). All internal plumbing shall have parts/seals that will not degrade in any percentage of ethanol.
 - 2.3.3. New dispensers to have internal spin-on, high capacity filters.
 - 2.3.4. Vendor may reuse hoses, breakaways, nozzles, electrical connections, product lines, and fire valves/brackets from existing dispenser units if in good working order.
 - 2.3.5. Vendor may reuse pulsars from existing dispensers. All dispensers must be compatible with FuelMaster fuel system.
 - 2.3.6. Optional pricing will be given for each dispenser for stainless steel side/top and front/back covers.
 - 2.3.7. Warranty: Proposed fuel dispenser cost **shall include a written warranty assigned by manufacturer** with a standard one year warranty covering parts and labor for all components. Information/pricing on optional warranties for 2 to 5 years, if offered, should be submitted with the bid response and considered prior to award.
- 2.4. **Installation**
 - 2.4.1. Units to be securely fasted to concrete island as per manufacturers specifications.
 - 2.4.2. All plumbing and electrical must be in compliance with all laws and standards that apply to underground storage tanks and construction in the State of Missouri/Boone County.
 - 2.4.3. The County will procure/obtain all applicable permits.
 - 2.4.4. Any repairs/replacements outside the scope of this contract and not the fault of the Contractor will be discussed with the Fleet Operations Manager or an appointee and negotiated as extra labor and material expense. If acceptable, the Contractor may proceed with repair/replacement(s).
- 2.5. **Contract Documents** – The successful bidder(s) shall be obligated to enter into a written contract with the County within 15 days of receipt of contracts for signature. If bidder(s) desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.
- 2.6. **Project Schedule-** All work shall be scheduled with the Fleet Operations Manager, Greg Edington prior to construction. Installations/removals will be scheduled on weekdays to reduce the impact on daily operations at the Department. Work should begin as soon as possible.
- 2.7. **PRE-BID CONFERENCE** – A pre-bid conference is scheduled for Wednesday, April 25, 2012 at 1:00 P.m. at the Boone County Public Works Building, 5551 Highway 63 South, Columbia, MO.
 - 2.7.1. **All potential bidders are encouraged to attend this conference in order to ask questions and provide comments on the Request for Bid. Attendance is not mandatory to submit a response; however, bidders are encouraged to attend since information relating to this RFB will be discussed in detail. Bidders should bring a copy of the RFB since it will be used as the agenda for the pre-bid conference.**
 - 2.7.2. Bidders are strongly encouraged to advise the Purchasing Department of Boone County within one (1) days of the scheduled pre-bid conference/site visit of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.
- 2.8. **CONTRACTOR RESPONSIBILITIES**
 - 2.8.1. The Contractor shall be responsible for the removal and lawful disposal of all excess materials, and costs for said services shall be included in the bid price.
 - 2.8.2. The Contractor shall complete all required utility locations prior to commencement of work if applicable.
 - 2.8.4. The Contractor shall comply with all Federal, State and Local laws, ordinances, rules, and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Contractor will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules, and regulations.
 - 2.8.5. The Contractor shall be required to schedule project inspections with the Fleet Operations Manager.

- 2.8.6. The Contractor shall provide all material safety data sheets prior to use of any hazardous material on the site.
- 2.8.7. The Contractor shall be responsible for the demolition and removal of any existing materials in the work area.
- 2.8.8. The Contractor shall be required to remove all waste and debris and the site will be left clean at the end of each workday.
- 2.8.9. The Contractor shall be required to provide appropriate warning signs and barricades during the project to insure public safety.
- 2.8.10. The Contractor shall provide new material of high quality that shall give long life. The workmanship shall be of high quality in every detail.
- 2.9. **WARRANTY** –The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship, or equipment which, in the judgment of the County, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within five days after receiving notice that such repairs or replacements are necessary. If the Contractor should neglect to begin such repairs or replacements within this period or in case of emergency, where, in the judgment of the County, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County charged to the Contractor.
- 2.10. **PREVAILING WAGE - PREVAILING WAGE RATES** – The contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340 including the latest amendments thereto. **The current prevailing wage order as of the date of the bid opening is to be used.** The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time. The current prevailing wage is available on our website at www.showmeboone.com/purchasing.
- 2.11. **DESIGNEE** – Boone County Fleet Operations Manager, Greg Edington, 5551 Highway 63 S, Columbia, Missouri 65201. Phone: (573) 449-8515.
- 2.11.1. **Bid Clarification/Contact** – Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Tyson Boldan, Buyer. 613 E. Ash Street, Room 109, Columbia, MO 65201. Phone: (573) 886-4392 Fax: (573) 886-4390 E-mail: tboldan@boonecountymmo.org.
- 2.11.2. **BILLING AND PAYMENT** – Payment will be made after the work has been completed and an invoice has been received. The contractor must submit an invoice and charges must only include prices listed in the contractor's bid response. Any additional costs associated with this project must be approved through the appropriate Change Order mechanism approved by the Boone County Commission. No additional fees or taxes shall be included as additional charges. The County agrees to pay a correct Monthly Statement within 30 days of receipt of a valid statement. Invoices/Monthly Statements should be submitted to Boone County Facility Maintenance at the above address referenced in paragraph 2.10.
- 2.12. **INSURANCE REQUIREMENTS**
- 2.12.1. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.12.2. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

- 2.12.3. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

- 2.12.4. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.12.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.12.6. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.12.7. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

- 2.12.8 The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.
- 2.13. **OSHA**
- 2.13.1. Each Contractor and Subcontractor shall file with the County, upon completion of the project and prior to final payment thereof, an affidavit stating that he has fully complied with the provisions and requirements of the Prevailing Wage Law and OSHA Training Requirements.
- 2.13.1.1. **OSHA PROGRAM REQUIREMENTS**
The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.
- 2.13.1.2. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program.
- 2.13.1.3. The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.
- 2.14. All labor and materials on this project shall be FOB Destination; No fuel surcharges or additional delivery charges not listed in this bid document shall apply.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, the Contractor shall submit Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in Contractor'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."
- 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. **Submittal Package** - Submit, to the location specified on the title page, 3 complete copies of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number, and the due date and time.
 - 3.2.2. **Web Page**- Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com>.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – 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 – Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number, and the due date and time.

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

E: Mail Address: _____

4.6. Federal Tax ID: _____

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.7. BID RESPONSE – Bid prices must include any and all labor, parts, and material required to perform the work described in Section 2 of this bid request.

4.08. Bidder must provide at least three (3) references for services rendered to commercial clients that are similar in size and scope of this project. References should be provided in Exhibit A.

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

Authorized Representative (Sign By Hand):

Type or Print Signed Name:

Today's Date:

If the total of this bid is over \$25,000, then accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

BID FORM

Description	Quantity	Total
Mobilization (all mobilization cost shall be a set cost. No fuel surcharges or dynamic amounts will be accepted).	1	\$
All work required for removal of existing Fuel Dispensers and Installation of New Fuel Dispensers as per section 2 of this bid.	1	\$
Cost of all materials required including all four New Fuel Dispensers as per section 2 of this bid.	1	\$
Optional: Stainless covering per each New Fuel Dispenser.	4	\$
Bid Total		\$

4.10. Attach Required Warranty information:

4.11. LIST ALL SUB-CONTRACTORS PLANNED TO BE UTILIZED ON THIS PROJECT:

4.12. Delivery And Installation to be complete after receipt of order: _____ Days

4.13. Attach any optional Warranties and pricing schedules.

Identification of Bidders/Offerors: How were you notified or heard about this bid/proposal?

- _____ newspaper advertisement
- _____ Boone County Electronic Bid Notification
- _____ other, please list: _____

Please Note: The awarded bidder will have 15 days after notification of award to provide Performance and Labor and Material Bonds. Please note that all Bids over \$25,000,000 Will Require Both Performance Bond and Labor and Material Bonds.

(Example) PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

a Corporation, organized under the laws of the State of _____

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are

held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in

the amount of _____ Dollars, for the

payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,

successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated _____ entered into

a Contract with Owner for:

(Project Name)

in accordance with plans and specifications prepared by the County of Boone Public Works Department, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing hourly wages and comply with all prevailing wage requirements as provided by such Contract and applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of Owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at

_____ on this _____ day of _____, 20 _____.

(Contractor)

(SEAL)

BY: _____

(Surety Company)

(SEAL)

BY: _____

(Attorney-in-Fact)

BY: _____
(Missouri Representative)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of this bond).

(Example) LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

a Corporation, organized under the laws of the State of _____

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are

held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in

the amount of _____ Dollars,

(\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs,

executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated _____

_____ entered into

a Contract with Owner for:

(Project Name)

in accordance with drawing and specifications prepared by the County of Boone which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.

B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of 90 days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct Contact with the Contractor, shall have given written notice to any two of the following: The Contractor, the Owner, or the Surety above named, within 90 days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the County or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at

_____, on this _____ day of _____, 20_____.

CONTRACTOR: _____ (Seal)

BY: _____

SURETY COMPANY _____

BY: _____

(Attorney-in-Fact)

BY: _____

(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond).

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

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

- ____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- ____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- ____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

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

State of _____, personally came and appeared (name and title)

_____ of the (name of company)

_____ (a corporation) (a partnership) (a proprietorship)

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

Missouri and completed on the _____ day of _____, 20_____.

Signature

Subscribed and sworn to me this _____ day of _____, 20_____.

My commission expires _____, 20_____.

Notary Public

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 18

Section 010
BOONE COUNTY

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

Original Signed by
Carla Buschjost, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2011**

Last Date Objections May Be Filed: **April 11, 2011**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker	10/11		\$30.76	55	60	\$18.81
Boilemaker			\$32.31	57	7	\$23.95
Bricklayers - Stone Mason			\$28.20	59	7	\$14.33
Carpenter	6/11		\$24.09	60	15	\$12.40
Cement Mason	6/11		\$25.43	9	3	\$10.45
Electrician (Inside Wireman)			\$30.18	28	7	\$11.94 + 13%
Communication Technician			USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor		a	\$40.945	26	54	\$21.505
Operating Engineer						
Group I	6/11		\$25.81	86	66	\$21.43
Group II	6/11		\$25.81	86	66	\$21.43
Group III	6/11		\$24.56	86	66	\$21.43
Group III-A	6/11		\$25.81	86	66	\$21.43
Group IV	6/11		\$23.58	86	66	\$21.43
Group V	6/11		\$26.51	86	66	\$21.43
Pipe Fitter	1/12	b	\$34.25	91	69	\$23.18
Glazier		c	\$26.35	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.36	42	44	\$10.94
First Semi-Skilled			\$22.36	42	44	\$10.94
Second Semi- Skilled			\$21.36	42	44	\$10.94
Lather			USE CARPENTER RATE			
Linoeum Layer & Cutter			USE CARPENTER RATE			
Marble Mason			\$20.62	124	74	\$12.68
Miltwright	6/11		\$25.09	60	15	\$12.35
Iron Worker	8/11		\$27.51	11	8	\$19.84
Painter	6/11		\$20.80	18	7	\$10.92
Plasterer			\$24.29	94	5	\$12.12
Plumber	1/12	b	\$34.25	91	69	\$23.18
Pile Driver	6/11		\$25.09	60	15	\$12.35
Roofer	10/11		\$28.05	12	4	\$12.99
Sheet Metal Worker	9/11		\$29.25	40	23	\$13.85
Sprinkler Fitter	6/11		\$30.84	33	19	\$17.00
Terrazzo Worker			\$27.48	124	74	\$14.32
Tile Setter			\$20.62	124	74	\$12.68
Truck Driver - Teamster						
Group I	6/11		\$24.50	101	5	\$9.30
Group II	6/11		\$25.15	101	5	\$9.30
Group III	6/11		\$24.65	101	5	\$9.30
Group IV	6/11		\$25.15	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Welders - Acetylene & Electric		*				

Fringe Benefit Percentage is of the Basic Hourly Rate

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

**Annual Incremental Increase

*SEE FOOTNOTE PAGE

ANNUAL WAGE ORDER NO. 18

1/12

BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION

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

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

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

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

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 42: Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate. Overtime shall be computed at half-hour intervals. Shift Work: Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall received eighty (8) hours' pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall received (8) hours' pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.00 per hour premium for seven and one-half (7½) hours work. Third shift will be for eight (8) hours regular time pay plus \$2.50 per hour premium for seven (7) hour work.

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

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

NO. 122: Means forty (40) hours between Monday and Friday shall constitute the normal work week. Work shall be scheduled between the hours of 6:00 a.m. and 6:30 p.m., with one-half hour for lunch. Work in excess of eight (8) hours per day and forty (40) hours per week, and on Saturdays, shall be paid at the rate of one and one-half times the normal rate. Due to inclement weather during the week, Saturday shall be a voluntary make up day.

NO. 124: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 3: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

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

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

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

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

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

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

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 55: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

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

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

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

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

NO. 76: Work performed on Holidays shall be paid at the rate of two times the normal rate. Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If a holiday falls on a Sunday, it shall be celebrated on the following Monday, if it falls on Saturday, it shall be celebrated on the preceding Friday.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
CARPENTER					
Journeyman	6/11	\$29.52	7	16	\$12.35
Millwright	6/11	\$29.52	7	16	\$12.35
Pile Driver Worker	6/11	\$29.52	7	16	\$12.35
OPERATING ENGINEER					
Group I	6/11	\$24.89	21	5	\$21.33
Group II	6/11	\$24.54	21	5	\$21.33
Group III	6/11	\$24.34	21	5	\$21.33
Group IV	6/11	\$20.69	21	5	\$21.33
Oiler-Driver	6/11	\$20.69	21	5	\$21.33
LABORER					
General Laborer	6/11	\$25.16	2	4	\$10.92
Skilled Laborer	6/11	\$25.76	7	16	\$10.92
TRUCK DRIVER - TEAMSTER					
Group I		\$26.57	22	19	\$9.85
Group II		\$26.73	22	19	\$9.85
Group III		\$26.72	22	19	\$9.85
Group IV		\$26.84	22	19	\$9.85

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

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

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

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

**BOONE COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

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

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

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

**REPLACEMENT PAGE
OUTSIDE ELECTRICIAN**

These rates are to be used for the following counties:

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

COMMERCIAL WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
*Journeyman Lineman	\$36.36	\$5.00 + 44.5%
*Lineman Operator	\$31.39	\$5.00 + 44.5%
*Groundman	\$24.27	\$5.00 + 44.5%

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

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

UTILITY WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
*Journeyman Lineman	\$36.36	\$5.00 + 42.5%
*Lineman Operator	\$31.39	\$5.00 + 42.5%
*Groundman	\$24.27	\$5.00 + 42.5%

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

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

*Annual Incremental Increase

ANNUAL WAGE ORDER NO. 18

11/11

OUT STL AWO18 inf.doc



Boone County Purchasing

613 E. Ash, Room 109
Columbia, MO 65201

Tyson Boldan, Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Standard Terms and Conditions

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

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

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

Boone County Purchasing
Tyson Boldan,
Buyer



613 E Ash-Room 109
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 **25-02MAY12 – Fuel Dispenser Removal and Installation**

(Business Name)

(Date)

(Address/P.O. Box)

(Telephone)

(City, State, Zip)

(Contact)

REASON(S) FOR NOT SUBMITTING A BID:



BOONE COUNTY, MISSOURI
Request for Bid #: 25-02MAR12 - Fuel Dispensers Removal and Installation

ADDENDUM #1 - Issued April 26, 2012

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

Replace the Pre-Bid, Bid Submission Address, and Bid Opening due date information as follows:

Pre-Bid Conference with Site Visits

Day / Date: *Thursday, May 03, 2012*

Time: *1:00 P.M.*

Location: **Boone County Public Works Building**

5551 Highway 63 S

Columbia, MO 65201

Bid Submission Address and Deadline – Bid Closing

Day / Date: *Tuesday May15, 2012*

Time: *1:30 P.M.*

Location / Mail Address: **Boone County Purchasing Department**

Boone County Annex Building

613 E. Ash, Room 109

Columbia, MO 65201

Directions: **The Annex Building is located on the Northeast corner at 7th Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available.**

Bid Opening

Day / Date: *Tuesday May15, 2012*

Time: *2:00 P.M.*

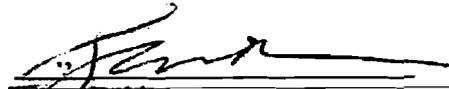
Location / Mail Address: **Boone County Purchasing Department**

Boone County Annex Building

613 E. Ash, Room 109

Columbia, MO 65201

By:


Tyson Boldan
Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid **25-02MAR12 - Fuel Dispensers Removal and Installation**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Bid #: 25-02MAY12 - Fuel Dispensers Removal and Installation

ADDENDUM #2 - Issued May 4, 2012

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

1. Replace the Pre-Bid, Bid Submission Address, and Bid Opening due date information as follows:

Bid Submission Address and Deadline – Bid Closing
Day / Date: Thursday May 17, 2012
Time: 1:15 P.M.
Location / Mail Address: **Boone County Purchasing Department**
Boone County Annex Building
613 E. Ash, Room 109
Columbia, MO 65201
Directions: **The Annex Building is located on the Northeast corner at 7th Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available.**
Bid Opening
Day / Date: Thursday May 17, 2012
Time: 1:30 P.M.
Location / Mail Address: **Boone County Purchasing Department**
Boone County Annex Building
613 E. Ash, Room 109
Columbia, MO 65201

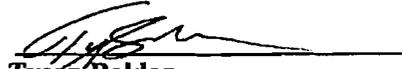
2. Replace 2.3.2. with the following:

Three (3) dispensers are two (2) hose, high flow (up to 22 gpm), diesel (single product) and One (1) is two (2) hose, high flow (up to 22 gpm), unleaded (10% ethanol blend). All internal plumbing shall have parts/seals that will not degrade in unleaded fuel mixed with up to 20% ethanol.

3. Replace section 2.3.4. with the following:

Vendor may reuse hoses, breakaways, nozzles, electrical connections, and product lines from existing dispenser units if in good working order. New fire valves/brackets shall be included in the dispenser cost.

By:


Tyson Boldan
Buyer

OFFEROR has examined copy of Addendum #2 to Request for Bid **25-02MAY12 - Fuel Dispensers Removal and Installation**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

Company ID Number: 445591

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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

Company ID Number: 445591

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

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

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

B. RESPONSIBILITIES OF DHS

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

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

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

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

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

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

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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

C. RESPONSIBILITIES OF THE EMPLOYER

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

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

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

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

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

E-Verify



Company ID Number: 445591

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

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

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

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

E-Verify



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uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

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

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

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Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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

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

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

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

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

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

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

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

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

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

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

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

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

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

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

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

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

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

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

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

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

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ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

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

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

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

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

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

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

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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 12th day of July 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve amendment number one to bid 62-23NOV09 – Office Supplies Term and Supply with Smart Business Products. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

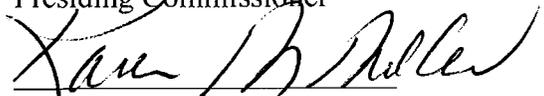
Done this 12th day of July 2012.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



613 E. Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

COPY

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: June 19, 2012
RE: Contract Amendment Number One to *62-23NOV09 – Office Supplies Term and Supply*

Contract *62-23NOV09 – Office Supplies Term and Supply* was approved in commission on December 15, 2009 on commission order 581-2009. The attached amendment clarifies that monthly statements (not invoices) will be paid within receipt of thirty days.

This is a County-wide term and supply contract.

cc: Contract File

**CONTRACT AMENDMENT NUMBER ONE
PURCHASE AGREEMENT FOR
OFFICE SUPPLIES
TERM AND SUPPLY**

The Agreement **62-23NOV09** dated December 15, 2009 made by and between Boone County, Missouri and **Smart Business Products** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Change paragraph 4. *Billing and Payment* to read:

4. Billing and Payment - All billing shall be invoiced separately to each Boone County department. Billings may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct **monthly statements** 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.

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

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

SMART BUSINESS PRODUCTS

by Anne Farrow
title Sales Exec.

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Jane Pitchford by 19 07/03/12 No Encumbrance Required
Signature Date Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 12th day of July 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of City of Columbia cooperative contract: 116/2011 – Asphalt Term and Supply with American Materials and Christensen Asphalt. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 12th day of July, 2012.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director of Purchasing



613 E. Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

COPY

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: June 21, 2012
RE: Cooperative Contract: 116/2011 - Asphalt Term and Supply

Purchasing and Public Works request permission to utilize the City of Columbia contract 116/2011 - Asphalt Term and Supply.

These contracts will allow Boone County to receive City of Columbia pricing for asphalt products from Christensen Asphalt and American Materials under Boone County's Terms and Conditions until July 31, 2013. There are three, one-year optional renewals.

Invoices from these Term and Supply contracts will be paid from Department 2040 – Public Works Maintenance Operations, account 26000 – Pavement Repair Materials. \$174,955 remains in the budget at this time.

cc: Contract File
Chet Dunn, Public Works

**PURCHASE AGREEMENT FOR
ASPHALT TERM AND SUPPLY**

THIS AGREEMENT dated the 12 day of July 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **American Materials**, 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 **Asphalt Term and Supply**, in compliance with all bid specifications and any addendum issued for the **City of Columbia** Request for Quotation **116/2011 Asphalt Term and Supply**, as well as the Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this Request for Quotation if not attached. In the event of conflict between any of the foregoing documents, this purchase agreement and the **City of Columbia Request for Quotation 116/2011 – Asphalt Term and Supply** 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, hot and cold mixed asphalt products as identified and responded to in Contractor's Bid response. Products will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the City of Columbia specifications, as needed and as ordered by the County.
3. **Contract Duration** - This agreement shall commence on **August 1, 2012 and extend through July 31, 2013** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **three (3) additional one year periods** subject to the pricing clauses in the **City of Columbia's Request for Quotation** agreed to in the Contractor's Bid Response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
4. **Delivery** - Contractor agrees to deliver asphalt products as per the bid documents.
5. **Billing and Payment** - All billing shall be invoiced to the Public Works Department and billings may only include the prices listed in the Contractor's bid response and those monthly pricing updates to follow on a monthly basis. 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 proposal response to the bid. The County agrees to pay all correct monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

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

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

AMERICAN MATERIALS

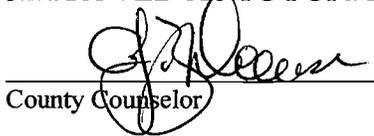
by 
title owner

BOONE COUNTY, MISSOURI

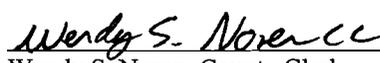
by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

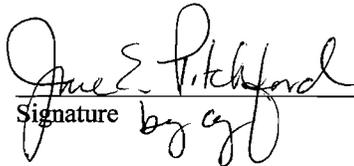

County Counselor

ATTEST:


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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


Signature by agj

7/9/12
Date

2040 / 26000 Term and Supply
No Encumbrance Required
Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



**CITY OF COLUMBIA
PURCHASING DIVISION**

Melinda Pope, Procurement Officer
701 E Broadway, 5th Floor
COLUMBIA, MO. 65201
Phone (573) 874-7373 Fax (573) 874-7762
mcp@cocolumbiame.com

CONTRACT RENEWAL REQUEST

6/28/2012

American Materials
PO Box 1446
Ozark, MO 65721
Phone: 417-459-2414
Fax: 417-581-4056

The City of Columbia is considering the option to renew the contract listed below for one additional year, effective August 1, 2012 through July 31, 2013. Please advise, by return fax or email, as soon as possible, your firm's intent to continue this contract at current terms and pricing.

Please note on an attachment any changes to prices, if applicable, for the next contract year. If a price increase is requested, please provide a brief explanation stating why the increase is required below.

Price: Please see attached.

Please also return the attached affidavit and a current certificate of insurance naming the City of Columbia as additionally insured.

As vendor you agree to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

Sincerely,
Melinda Pope, Procurement Officer
City of Columbia, Purchasing Division

CONTRACT NUMBER: 116/2011
CONTRACT DESCRIPTION: Asphalt- T & S
AWARD DATE: August 1, 2012 thru July 31, 2013
CONTRACT YEAR: 2 of 5

Yes, Accept Renewal with No Price Increase (X) No, I Decline Contract Renewal (X) Accept Renewal with Attached Price Changes (X)

		X
--	--	---

Price Increase Explanation Increase in oil, fuel, &

employee prices

Authorized Signature Melinda Pope

CC: Samuel Thomas, Marjorie Finlay, Aaron Ray

116/2011

American Materials

Item	Equipment	uom	Price
4	Cold Mixed Asphalt, FOB Plant - Delivered - with anti-striping agent	per ton	\$58.50

115.00 per ton

Pricing may be revised by the Contractor on a monthly basis by submitting a revised pricing quote the end of each month. Revised quotes must be received by 4pm on the last Monday of the month. The Primary vendor will be selected by the first of each month according to the lowest and best bid received and all other relevant factors (i.e. the production capabilities, material availability and pricing).

NOTICE TO VENDERS

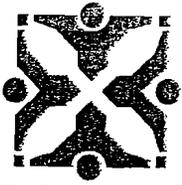
Section 285.525 – 285.550 RSMo Effective January 1, 2009

Effective January 1, 2009 and pursuant to RSMo 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. {RSMO 285.530 (2)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. **The e-verify system issues a Memorandum of Understanding once enrollment is complete; the City of Columbia requires a copy of this document be attached to the Work Authorization Affidavit.** The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMO 285.530 (4)}

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

August 17, 2011

NOTIFICATION OF AWARD - CITY OF COLUMBIA

CONTRACT FOR: Asphalt

Your firm has been awarded the contract herein in response to our recent Request for Quotation. Contract Period is August 17, 2011, 2010 through July 31, 2012. Please contact the Buyer shown below if there are any questions pertaining to this contract.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR NAME
116/2011		American Materials PO Box 1446 Ozark, MO 65721 Phone: 417-459-2414 Fax: 417-581-4056

ITEMS AWARDED

ITEM	EQUIPMENT		PRICE
4	Cold Mixed Asphalt, DELIVERED - with anti-stripping agent	Per Ton	\$58.50

Pricing may be revised by the Contractor on a monthly basis by submitting a revised pricing quote the end of each month. Revised Quotes must be received by 4 pm on the last Monday of the month. The Primary vendor will be selected by the first of each month according to the lowest and best bid received and all other relevant factors (i.e. the production capabilities, material availability and pricing).

Handwritten initials/signature
AS
ton

Melinda Pope
Buyer/Purchasing
573-874-7375

cc: Samuel Thomas
Mindy Barnes
Brenda Broxton
Marjorie Finlay
Aaron Ray



INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

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

Definitions as used herein:

- a. The term "bid" means a solicitation of a formal or informal, sealed offer.
 - b. The term "bidder" means the person, firm or corporation who submits a formal sealed bid.
 - c. The term "City" means City of Columbia, MO.
 - d. The term "City Council" means the governing body of the City of Columbia, MO.
 - e. The term "contractor" means the bidder awarded a contract under this bid document.
1. **Submission of Bids:** Sealed bids, subject to Instructions and General Conditions, and any special conditions set forth herein, will be received at the Office of the Purchasing Agent, 701 E. Broadway, 5th Floor, Columbia MO 65201, until the bid closing date and time indicated for furnishing the City of Columbia the materials, supplies, equipment or services shown in the bid request.
 - **Submission of Hard Copy Paper Bids:** Bidders may submit hard copy paper bids. If the bid was published by way of hard copy, the forms provided shall be utilized and submitted as outlined in the instructions. If the bid was an electronic bid only, all the questions asked in the electronic bid must be answered in the paper response and all documents attached to the electronic bid must be downloaded, printed and submitted to the Purchasing Division by the bid closing date and time in order to be considered.
 - **Electronic Bidding:** Bidders are encouraged to use the electronic bid system for the purpose of submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request by submitting a "no bid" and note your reason.
 2. **Specifications:** Bidders shall identify the item to be furnished by brand or manufacturer's name and catalog numbers and shall also furnish specifications and descriptive literature.
 3. **Item Descriptions:** Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned.
 4. **Reserved Rights/Awards:** The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Purchasing Agent considers the most advantageous to the City. The City of Columbia awards contracts to the lowest responsive and responsible bidder. It shall be understood that "responsible" means best and the best bidder is not necessarily the lowest bid.

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

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

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

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

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

City of Columbia Purchasing

Bid Information

Bid Owner Melinda Pope Buyer
 Email mcp@gocolumbiamo.com
 Phone +1 (573) 874-7375
 Fax +1 (573) 874-7762
 Bid Number 116/2011
 Title Asphalt - Term & Supply
 Bid Type RFQ-F
 Issue Date 07/01/2011
 Close Date 7/26/2011 2:00:00 PM

Contact Information

Address _____
 Contact _____
 Department _____
 Building _____
 Floor/Room _____
 Telephone _____
 Fax _____
 Email _____

Ship to Information

Address _____
 Contact _____
 Department _____
 Building _____
 Floor/Room _____
 Telephone _____
 Fax _____
 Email _____

Supplier Information

Company Name _____
 Contact Name _____
 Address _____

 Telephone _____
 Fax _____
 Email _____
 Signature _____

Supplier Notes

Date / /

Bid Notes

BIDDERS ARE ENCOURAGED TO USE THE ELECTRONIC BID SYSTEM FOR SUBMITTING BIDS AND MUST COMPLETE ALL REQUIRED FIELDS. NO FAX OR E-MAIL RESPONSES WILL BE ACCEPTED. SEALED BIDS MAY BE SUBMITTED AT 701 E. BROADWAY, 5TH FLOOR, COLUMBIA MO 65201, UNTIL THE BID CLOSING DATE AND TIME.

Bid Activities

Bid Messages

Bid Attachments

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

Line	Filename	Description
Header	Terms & Conditions of E bidding - Terms & Conditions Revised 3-1-10.pdf	Terms & Conditions

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Terms and Conditions	Accept terms and conditions	_____ (Required)

- 2 Invoicing All receipts must be identified with the City of Columbia, Department or Division, Job Site, signed by an employee, and a copy furnished to the employee. _____ (Required)
- The Contractor shall be responsible for assuring the employee's identity prior to issuing material. The City of Columbia will not be responsible for material issued to persons not properly identified as City employees.
- 3 Term and Supply Contract Conditions TERM AND SUPPLY CONTRACT for furnishing City of Columbia with Hot Bituminous Asphalt, as needed and as requested, from date of award through July 31, 2012. _____ (Required)
- City of Columbia Annual Estimated Usage is 5,000 tons. The City reserves the right to increase or decrease this quantity as needed.
- 4 Renewal Options Term & Supply Contract Renewal Options: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City. _____ (Required)
- 5 Award and Pricing The City anticipates awarding this contract to a primary and secondary vendor. _____ (Required)
- Pricing may be revised by the Contractor on a monthly basis by submitting a revised pricing quote the end of each month. Revised Quotes must be received by 4 pm on the last Monday of the month. The Primary vendor will be selected by the first of each month according to the lowest and best bid received and all other relevant factors (i.e. the production capabilities, material availability and pricing).
- 6 Contract Administration Contact Please provide the contact information for the person in your firm responsible for contracting and authorizing renewals of the contract. _____ (Required)
- 7 Cooperative Contract Pricing Would you be willing to offer the same pricing to members of the Mid-Missouri Public Purchasing Cooperative? (Not responding to this question will not impact the evaluation of this bid.) _____ (Optional)
- 8 Plant Location Provide Plant Locations _____ (Required)
- 9 Asphalt Mix Deviations or Manufacturing Issues List any asphalt mix deviations or manufacturing issues that are anticipated: _____ (Required)
- 10 Specifications The mixes will be used for wedge coats generally not exceeding 1 1/2" in thickness (Base mix), a surface or wearing lift generally not exceeding 1" thickness (BP-1, BP-2). The major portion of mix purchased will be for surface or wearing lifts. _____ (Required)
- The mixes shall be of "commercial" grade or the mixes commonly made at the plant.
- Provide characteristics of the mixes proposed:

Line Items

#	Qty	UOM	Description	Response
1	1	Ton	Plant Mixed Hot Asphalt, F.O.B. Plant - Surface Mix BP1	\$ _____
Supplier Notes: _____				

2	1	Ton	Plant Mixed Hot Asphalt, F.O.B. Plant - Surface Mix BP2	\$ _____
Supplier Notes: _____				

3	1	Ton	Plant Mixed Hot Asphalt, F.O.B. Plant - Base Mix	\$ _____
Supplier Notes: _____				

4	1	Ton	Cold Mix Asphalt, F.O.B. Plant - with anti-stripping agent:	\$ _____
Supplier Notes: _____				

5	1	Ton	Cold Mix Asphalt, F.O.B. Plant - UPM (Unique Paving Material)Cold Mix	\$ _____
Supplier Notes: _____				

Bid Request Number 116/2011

Specification Responses

Line	Description	Mfgr	MfgNo	UOM
1	Plant Mixed Hot Asphalt, F.O.E			Ton
2	Plant Mixed Hot Asphalt, F.O.E			Ton
3	Plant Mixed Hot Asphalt, F.O.E			Ton
4	Cold Mix Asphalt, F.O.B. Plant			Ton
5	Cold Mix Asphalt, F.O.B. Plant			Ton

Christensen Brothers Asphalt

QTY	Unit	Extended
1		\$62.00
1		\$62.00
1		\$59.00
1		
1		\$120.00
Total		\$303.00

Bid Request Number 116/2011

Specification Responses

Christensen Brothers Asph:

Line	Attribute Name	Type	Response
Header	Terms and Conditions	Checkbox	Accept
Header	Invoicing	Short Text	Agreed
Header	Term and Supply Contract Cor	Checkbox	Term & Supply Contract Ac
Header	Renewal Options	Checkbox	Renewal Options Acknowle
Header	Award and Pricing	Long Text	Agreed
Header	Contract Administration Contac	Long Text	Kenny Knipp - Business Ma
Header	Cooperative Contract Pricing	Checkbox	Agree
Header	Plant Location	Short Text	I-70 at Millersburg Exit (Exit
Header	Asphalt Mix Deviations or Mani	Long Text	None
Header	Specifications	Long Text	None

alt

:knowledge
gement

anager P.O. Box 159 Kingdom City, MO 65262 Phone 814-3308 Fax 814-0403 Email kenny@christe .

t 137) 2505 County Road 269, Columbia 65202

ansenasphalt.com

Line Items

Line 1			
<u>Name</u>	<u>QTY</u>	<u>UOM</u>	<u>Unit Price</u>
Christensen Brothers Asphalt		1 Ton	\$62.00

Line 2			
<u>Name</u>	<u>QTY</u>	<u>UOM</u>	<u>Unit Price</u>
Christensen Brothers Asphalt		1 Ton	\$62.00

Line 3			
<u>Name</u>	<u>QTY</u>	<u>UOM</u>	<u>Unit Price</u>
Christensen Brothers Asphalt		1 Ton	\$59.00

Line 4			
<u>Name</u>	<u>QTY</u>	<u>UOM</u>	<u>Unit Price</u>
Christensen Brothers Asphalt		1 Ton	No Bid

Line 5			
<u>Name</u>	<u>QTY</u>	<u>UOM</u>	<u>Unit Price</u>
Christensen Brothers Asphalt		1 Ton	\$120.00

<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	Plant Mixed Hot Asphalt, <u>Alternate Specification</u>
\$62.00			

<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	Plant Mixed Hot Asphalt, <u>Alternate Specification</u>
\$62.00			

<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	Plant Mixed Hot Asphalt, <u>Alternate Specification</u>
\$59.00			

<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	Cold Mix Asphalt, F.O.B. <u>Alternate Specification</u>

<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	Cold Mix Asphalt, F.O.B. <u>Alternate Specification</u>
\$120.00			

Note to Buyer



INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

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

Definitions as used herein:

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

1. **Submission of Bids:** Sealed bids, subject to Instructions and General Conditions, and any special conditions set forth herein, will be received at the Office of the Purchasing Agent, 701 E. Broadway, 5th Floor, Columbia MO 65201, until the bid closing date and time indicated for furnishing the City of Columbia the materials, supplies, equipment or services shown in the bid request.
 - **Submission of Hard Copy Paper Bids:** Bidders may submit hard copy paper bids. If the bid was published by way of hard copy, the forms provided shall be utilized and submitted as outlined in the instructions. If the bid was an electronic bid only, all the questions asked in the electronic bid must be answered in the paper response and all documents attached to the electronic bid must be downloaded, printed and submitted to the Purchasing Division by the bid closing date and time in order to be considered.
 - **Electronic Bidding:** Bidders are encouraged to use the electronic bid system for the purpose of submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request by submitting a "no bid" and note your reason.
2. **Specifications:** Bidders shall identify the item to be furnished by brand or manufacturer's name and catalog numbers and shall also furnish specifications and descriptive literature.
3. **Item Descriptions:** Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned.
4. **Reserved Rights/Awards:** The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Purchasing Agent considers the most advantageous to the City. The City of Columbia awards contracts to the lowest responsive and responsible bidder. It shall be understood that "responsible" means best and the best bidder is not necessarily the lowest bid.

**PURCHASE AGREEMENT FOR
ASPHALT TERM AND SUPPLY**

THIS AGREEMENT dated the 28 day of June 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Christensen Asphalt**, 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 **Asphalt Term and Supply**, in compliance with all bid specifications and any addendum issued for the **City of Columbia** Request for Quotation **116/2011 Asphalt Term and Supply**, as well as the Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this Request for Quotation if not attached. In the event of conflict between any of the foregoing documents, this purchase agreement and the **City of Columbia Request for Quotation 116/2011 – Asphalt Term and Supply** 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, hot and cold mixed asphalt products as identified and responded to in Contractor's Bid response. Products will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the City of Columbia specifications, as needed and as ordered by the County.
3. **Contract Duration** - This agreement shall commence on **August 1, 2012 and extend through July 31, 2013** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **three (3) additional one year periods** subject to the pricing clauses in the **City of Columbia's Request for Quotation** agreed to in the Contractor's Bid Response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
4. **Delivery** - Contractor agrees to deliver asphalt products as per the bid documents.
5. **Billing and Payment** - All billing shall be invoiced to the Public Works Department and billings may only include the prices listed in the Contractor's bid response and those monthly pricing updates to follow on a monthly basis. 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 proposal response to the bid. The County agrees to pay all correct monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

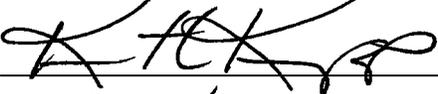
7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

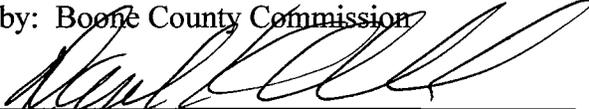
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

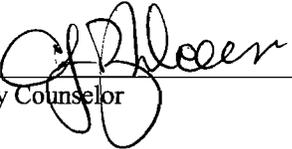
CHRISTENSEN ASPHALT

by 
title Kenny Knapp - BUSINESS MGR

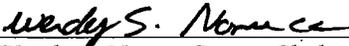
BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:


County Counselor

ATTEST:


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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


Signature *by* 

7/9/12
Date

2040/26000 Term and Supply
No Encumbrance Required
Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



Christensen Asphalt

2505 Callaway County Road 269
Columbia, MO 65202
573-814-3308 Office Phone
573-814-0403 Office Fax
573-814-1612 Plant Phone

March 26, 2012

City of Columbia
Melinda Pope

Fax 573-874-7762

Greetings,

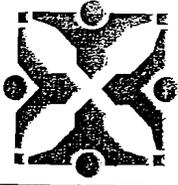
Our price for hot mix asphalt FOB at our plant located at the I-70 Millersburg Exit (137 Mile Marker) in Callaway County for the Month of April is:

BP-1, BP-2 & Surfacing Leveling = \$63.00
Bituminous Base = \$61.00
EZ Street Cold Mix = \$125.00/ton

Questions, concerns or need for additional information please contact our office.

Respectfully,

Kenny Knipp – Business Manager



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

August 17, 2011

NOTIFICATION OF AWARD - CITY OF COLUMBIA CONTRACT FOR: Asphalt

Your firm has been awarded the contract herein in response to our recent Request for Quotation. Contract Period is August 17, 2011, 2010 through July 31, 2012. Please contact the Buyer shown below if there are any questions pertaining to this contract.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR NAME
116/2011	15035	Christensen Brothers Asphalt 2505 County Road 269 Columbia, MO 65202 Phone: 573-814-3308 Fax: 573-814-0403

ITEMS AWARDED

ITEM	EQUIPMENT		PRICE
1	Plant Mixed Hot Asphalt, F.O.B. Plant – Surface Mix BP1	Per Ton	\$62.00
2	Plant Mixed Hot Asphalt, F.O.B. Plant – Surface Mix BP2	Per Ton	\$62.00
3	Plant Mixed Hot Asphalt, F.O.B. Plant – Base Mix	Per Ton	\$59.00
4	Cold Mixed Asphalt, F.O.B. Plant – with anti-striping agent	Per Ton	\$120.00

Pricing may be revised by the Contractor on a monthly basis by submitting a revised pricing quote the end of each month. Revised Quotes must be received by 4 pm on the last Monday of the month. The Primary vendor will be selected by the first of each month according to the lowest and best bid received and all other relevant factors (i.e. the production capabilities, material availability and pricing).

Melinda Pope
Buyer/Purchasing
573-874-7375

cc: Samuel Thomas
Mindy Barnes
Brenda Broxton
Marjorie Finlay
Aaron Ray



INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

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 - e. The term "contractor" means the bidder awarded a contract under this bid document.
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 - **Electronic Bidding:** Bidders are encouraged to use the electronic bid system for the purpose of submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request by submitting a "no bid" and note your reason.
 2. **Specifications:** Bidders shall identify the item to be furnished by brand or manufacturer's name and catalog numbers and shall also furnish specifications and descriptive literature.
 3. **Item Descriptions:** Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned.
 4. **Reserved Rights/Awards:** The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Purchasing Agent considers the most advantageous to the City. The City of Columbia awards contracts to the lowest responsive and responsible bidder. It shall be understood that "responsible" means best and the best bidder is not necessarily the lowest bid.

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

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

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

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

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

City of Columbia Purchasing

Bid Information

Bid Owner Melinda Pope Buyer
Email mcp@gocolumbiamo.com
Phone +1 (573) 874-7375
Fax +1 (573) 874-7762

Bid Number 116/2011
Title Asphalt - Term & Supply
Bid Type RFQ-F
Issue Date 07/01/2011
Close Date 7/26/2011 2:00:00 PM

Contact Information

Address

Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Ship to Information

Address

Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Supplier Information

Company Name _____
Contact Name _____
Address _____

Telephone _____
Fax _____
Email _____

Signature _____

Supplier Notes

Date / /

Bid Notes

BIDDERS ARE ENCOURAGED TO USE THE ELECTRONIC BID SYSTEM FOR SUBMITTING BIDS AND MUST COMPLETE ALL REQUIRED FIELDS. NO FAX OR E-MAIL RESPONSES WILL BE ACCEPTED. SEALED BIDS MAY BE SUBMITTED AT 701 E. BROADWAY, 5TH FLOOR, COLUMBIA MO 65201, UNTIL THE BID CLOSING DATE AND TIME.

Bid Activities

Bid Messages

Bid Attachments

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

Line	Filename	Description
Header	Terms & Conditions of E bidding - Revised 3-1-10.pdf	Terms & Conditions

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Terms and Conditions	Accept terms and conditions	_____ (Required)

- 2 Invoicing All receipts must be identified with the City of Columbia, Department or Division, Job Site, signed by an employee, and a copy furnished to the employee. _____ (Required)
- The Contractor shall be responsible for assuring the employee's identity prior to issuing material. The City of Columbia will not be responsible for material issued to persons not properly identified as City employees.
- 3 Term and Supply Contract Conditions TERM AND SUPPLY CONTRACT for furnishing City of Columbia with Hot Bituminous Asphalt, as needed and as requested, from date of award through July 31, 2012. _____ (Required)
- City of Columbia Annual Estimated Usage is 5,000 tons. The City reserves the right to increase or decrease this quantity as needed.
- 4 Renewal Options Term & Supply Contract Renewal Options: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City. _____ (Required)
- 5 Award and Pricing The City anticipates awarding this contract to a primary and secondary vendor. _____ (Required)
- Pricing may be revised by the Contractor on a monthly basis by submitting a revised pricing quote the end of each month. Revised Quotes must be received by 4 pm on the last Monday of the month. The Primary vendor will be selected by the first of each month according to the lowest and best bid received and all other relevant factors (i.e. the production capabilities, material availability and pricing).
- 6 Contract Administration Contact Please provide the contact information for the person in your firm responsible for contracting and authorizing renewals of the contract. _____ (Required)
- 7 Cooperative Contract Pricing Would you be willing to offer the same pricing to members of the Mid-Missouri Public Purchasing Cooperative? (Not responding to this question will not impact the evaluation of this bid.) _____ (Optional)
- 8 Plant Location Provide Plant Locations _____ (Required)
- 9 Asphalt Mix Deviations or Manufacturing Issues List any asphalt mix deviations or manufacturing issues that are anticipated: _____ (Required)
- 10 Specifications The mixes will be used for wedge coats generally not exceeding 1 1/2" in thickness (Base mix), a surface or wearing lift generally not exceeding 1" thickness (BP-1, BP-2). The major portion of mix purchased will be for surface or wearing lifts. _____ (Required)
- The mixes shall be of "commercial" grade or the mixes commonly made at the plant.
- Provide characteristics of the mixes proposed:

Line Items

#	Qty	UOM	Description	Response
1	1	Ton	Plant Mixed Hot Asphalt, F.O.B. Plant - Surface Mix BP1	\$ _____

Supplier Notes: _____

2	1	Ton	Plant Mixed Hot Asphalt, F.O.B. Plant - Surface Mix BP2	\$ _____
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Supplier Notes: _____

3	1	Ton	Plant Mixed Hot Asphalt, F.O.B. Plant - Base Mix	\$ _____
---	---	-----	--	----------

Supplier Notes: _____

4	1	Ton	Cold Mix Asphalt, F.O.B. Plant - with anti-stripping agent:	\$ _____
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Supplier Notes: _____

5	1	Ton	Cold Mix Asphalt, F.O.B. Plant - UPM (Unique Paving Material)Cold Mix	\$ _____
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Supplier Notes: _____

Bid Request Number 116/2011

Specification Responses

Line	Description	Mfgr	MfgNo	UOM
1	Plant Mixed Hot Asphalt, F.O.E			Ton
2	Plant Mixed Hot Asphalt, F.O.E			Ton
3	Plant Mixed Hot Asphalt, F.O.E			Ton
4	Cold Mix Asphalt, F.O.B. Plant			Ton
5	Cold Mix Asphalt, F.O.B. Plant			Ton

Christensen Brothers Asphalt

QTY	Unit	Extended
1		\$62.00
1		\$62.00
1		\$59.00
1		
1		\$120.00
Total		\$303.00

Bid Request Number 116/2011

Specification Responses

Christensen Brothers Asph:

Line	Attribute Name	Type	Response
Header	Terms and Conditions	Checkbox	Accept
Header	Invoicing	Short Text	Agreed
Header	Term and Supply Contract Cor	Checkbox	Term & Supply Contract Ac
Header	Renewal Options	Checkbox	Renewal Options Acknowle
Header	Award and Pricing	Long Text	Agreed
Header	Contract Administration Contac	Long Text	Kenny Knipp - Business Ma
Header	Cooperative Contract Pricing	Checkbox	Agree
Header	Plant Location	Short Text	I-70 at Millersburg Exit (Exit
Header	Asphalt Mix Deviations or Mani	Long Text	None
Header	Specifications	Long Text	None

alt

:knowledge
gement

anager P.O. Box 159 Kingdom City, MO 65262 Phone 814-3308 Fax 814-0403 Email kenny@christe

t 137) 2505 County Road 269, Columbia 65202

ansenasphalt.com

Line Items

<u>Name</u>	<u>QTY</u>	<u>UOM</u>	<u>Unit Price</u>
Christensen Brothers Asphalt		1 Ton	\$62.00

<u>Name</u>	<u>QTY</u>	<u>UOM</u>	<u>Unit Price</u>
Christensen Brothers Asphalt		1 Ton	\$62.00

<u>Name</u>	<u>QTY</u>	<u>UOM</u>	<u>Unit Price</u>
Christensen Brothers Asphalt		1 Ton	\$59.00

<u>Name</u>	<u>QTY</u>	<u>UOM</u>	<u>Unit Price</u>
Christensen Brothers Asphalt		1 Ton	No Bid

<u>Name</u>	<u>QTY</u>	<u>UOM</u>	<u>Unit Price</u>
Christensen Brothers Asphalt		1 Ton	\$120.00

<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	Plant Mixed Hot Asphalt, <u>Alternate Specification</u>
\$62.00			

<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	Plant Mixed Hot Asphalt, <u>Alternate Specification</u>
\$62.00			

<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	Plant Mixed Hot Asphalt, <u>Alternate Specification</u>
\$59.00			

<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	Cold Mix Asphalt, F.O.B. <u>Alternate Specification</u>

<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	Cold Mix Asphalt, F.O.B. <u>Alternate Specification</u>
\$120.00			

Note to Buyer



INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

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

Definitions as used herein:

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

1. **Submission of Bids:** Sealed bids, subject to Instructions and General Conditions, and any special conditions set forth herein, will be received at the Office of the Purchasing Agent, 701 E. Broadway, 5th Floor, Columbia MO 65201, until the bid closing date and time indicated for furnishing the City of Columbia the materials, supplies, equipment or services shown in the bid request.
 - **Submission of Hard Copy Paper Bids:** Bidders may submit hard copy paper bids. If the bid was published by way of hard copy, the forms provided shall be utilized and submitted as outlined in the instructions. If the bid was an electronic bid only, all the questions asked in the electronic bid must be answered in the paper response and all documents attached to the electronic bid must be downloaded, printed and submitted to the Purchasing Division by the bid closing date and time in order to be considered.
 - **Electronic Bidding:** Bidders are encouraged to use the electronic bid system for the purpose of submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request by submitting a "no bid" and note your reason.
2. **Specifications:** Bidders shall identify the item to be furnished by brand or manufacturer's name and catalog numbers and shall also furnish specifications and descriptive literature.
3. **Item Descriptions:** Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned.
4. **Reserved Rights/Awards:** The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Purchasing Agent considers the most advantageous to the City. The City of Columbia awards contracts to the lowest responsive and responsible bidder. It shall be understood that "responsible" means best and the best bidder is not necessarily the lowest bid.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 12th day of July 20 12

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

Now on this day the County Commission of the County of Boone does hereby award bid 22-20JUN12 – Ford F550 (Sign Truck) to Midway Ford Truck Center. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract. In addition, the surplus disposal of a 2005 CHV4500 Cab/Chassis Truck, fixed asset tag 15216 is approved by auction.

Done this 12th day of July 2012.

ATTEST:

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



Daniel K. Atwill
 Presiding Commissioner



Karen M. Miller
 District I Commissioner

Absent

Skip Elkin
 District II Commissioner

Boone County Purchasing

Melinda Bobbitt
Director of Purchasing



613 E. Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, Director of Purchasing
DATE: July 3, 2012
RE: 22-20JUN12 – Ford F550 (Sign Truck)

The Bid for 22-20JUN12 - Sign Truck opened on June 20, 2012. Three bids were received. The low bid of \$41,351.52 was offered by Midway Ford Truck Center, but they sold the truck before we awarded the bid. Recommendation for award is the next lowest and best bid which is also Midway Ford Truck Center of Kansas City, Missouri.

Cost of truck is \$43,472.00 and will be paid from department 2040 –account 92400 – Replacement Auto / Trucks. A Budget Amendment has been prepared by Public Works to cover the cost of this truck.

Public Works requests permission to dispose by auction on GovDeals a 2005 CHV4500 Cab/Chassis Truck with Service Body, fixed asset tag 15216, vin number 1GBJK342X5E295571.

Attached is the Bid Tabulation.

ATT: Bid Tabulation

cc: Greg Edington, Public Works
Bid File

22-20JUN12 - Sign Truck

BID TABULATION

	Midway Ford Truck Center - Kansas City (John Vestal)	Midway Ford Truck Center - Kansas City (Paul Barr)	Friendly Ford - Springfield, MO
4.8.	PRICING	Unit Price	Unit Price
4.8.1.	2012 or newer 19,000 GVRW 4 WD Cab- Chassis and 84" CA	\$43,472.00	\$46,380.00
4.8.2.	Model / Brand	Ford F550	Ford F550
4.8.3.	Warranty	3 yr. or 36,000 mile bumper-bumper; 5 yr. or 60,000 powertrain; 5 yr. or 100,000 mile diesel motor.; Ford Factory Warranty	Basic: 36 months/36,000 miles; Powertrain: 60 months/60,000 miles; Corrosion Perforation: 60 month/unlimited millege. Roadside Assistance: 60 month/60,000 miles
4.8.4.	Deviations	See attached window sticker	None
4.8.5.	Color	Exterior: Vermillion Red Interior: Steel Vinyl	Exterior: Red Interior: Steel
4.8.6.	Tires	225/70 R19.5 G BSW MaxTrac	225/70R19.5
4.9.	Coop?	No	Yes
4.10.	Delivery	3 weeks	2 weeks

No Bids
 Dave Sinclair Ford - St.
 Louis

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED

DATE : 06/26/12

FIXED ASSET TAG NUMBER: 15216

JUN 26 2012

DESCRIPTION: 2005 CHV4500 CAB/CHASIS TRUCK W/ SERVICE BODY

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION: Odometer: 127,268; VIN: 1GBJK342X5E295571

CONDITION OF ASSET: POOR

REASON FOR DISPOSITION: ENGINE FAILURE, TRUCK WAS NOT PLANNED TO BE REPLACED, BUT IS ESSENTIAL FOR SIGN MAINTENANCE OPERATIONS.

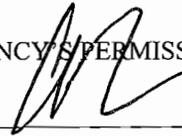
COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: NONE

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

DEPARTMENT: 2040

SIGNATURE



6/25/12

AUDITOR

ORIGINAL PURCHASE DATE 9/21/2005

RECEIPT INTO 2040-3835

ORIGINAL COST 68,373.78

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1605

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 348-2012

DATE APPROVED 7/12/12

SIGNATURE 

**PURCHASE AGREEMENT FOR
Ford F550 – Sign Truck**

^{2ND JNT}
THIS AGREEMENT dated the 2ND day of JULY 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Midway Ford Truck Center**, herein “Vendor.”

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

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for a **Ford F550 Truck**, County of Boone Request for Bid number **22-20JUN12**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor’s bid response dated **June 14, 2012** and executed by **John Vestal**, 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, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor’s bid response.

2. Purchase - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) Ford F550 truck: Exterior Color - Vermillion Red; Interior Color - Steel Vinyl for a total cost of Forty Three Thousand Four Hundred Seventy Two Dollars and Zero Cents (\$43,472.00).

Items/service shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor’s bid response.

3. Delivery and Title - Vendor agrees to deliver vehicle within three weeks after receipt of purchase order to Boone County Public Works, 5551 Highway 63 South, Columbia, MO 65201.

Title in the name of: Boone County Public Works. Address: 613 E. Ash Street, Room 110, Columbia, MO 65201.

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

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

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

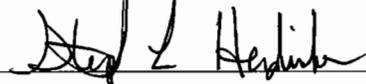
7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

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

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

MIDWAY FORD TRUCK CENTER

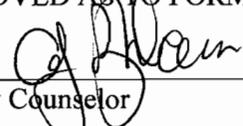
by 
title VICE PRESIDENT - SALES OPERATIONS
address 7601 NE 38TH ST.
KANSAS CITY, MO 64161

BOONE COUNTY, MISSOURI

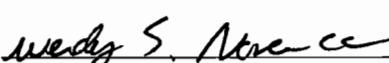
by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

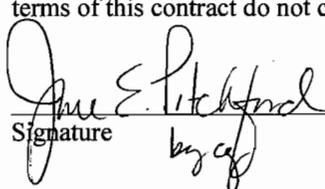

County Counselor

ATTEST:


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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


Signature *by aff*

7/12/12
Date

2040 / 92400 - \$43,472.00

Appropriation Account

Selection Criteria: VEHN |1746 Only
 DATE |from Aug 1,2005 to Jun 21,2012
 All Status Codes except SOLD

VEHN	DV	VT	DESCRIPTION	DATE	CT	METER	COMMENTS	PARTS\$	LABOR\$	TOTAL\$	TIME	MECH	MECHANIC/VENDOR	RON/INV
1746	01	05	SINGLE AXLE TRCK 05 CHV3500	06/14/12	50	126381	SHOP SUPPLIES	12.90	0.00	12.90	0.00	M0000	PARTS ONLY	166426
				05/29/12	09	126381	PARTS ONLY	0.00	0.00	0.00	0.00	M0062	SEAN HARRIS	166198
				05/29/12	50	126381	SHOP SUPPLIES	9.70	0.00	9.70	0.00	M0000	PARTS ONLY	166198
				04/30/12	31	126381	TOW TO RILEY CHEV	0.00	84.00	84.00	0.00	V2206	TIGER TOWING	129535
				04/12/12	10	126300	CHK NOISE IN ENG	0.00	27.20	27.20	0.80	M0014	SAPP ROBERT	166164
				03/29/12	50	126381	SHOP SUPPLIES	11.15	0.00	11.15	0.00	M0000	PARTS ONLY	166004
				03/28/12	28	126373	RUNNING PARTS	0.00	3.40	3.40	0.10	M0014	SAPP ROBERT	165894
				03/28/12	50	126373	SHOP SUPPLIES	3.96	0.00	3.96	0.00	M0000	PARTS ONLY	165894
				03/13/12	48	126381	SAFETY INSPECTNS	0.00	17.00	17.00	0.50	M0053	KNIGHT TERRY	165689
				03/13/12	12	126381	RPL FUEL FILTER	0.00	17.00	17.00	0.50	M0053	KNIGHT TERRY	165689
				03/13/12	40	126381	BPM	31.04	0.00	48.04	0.50	M0053	KNIGHT TERRY	165689
				03/13/12	50	126381	SHOP SUPPLIES	43.31	0.00	43.31	0.00	M0000	PARTS ONLY	165689
				02/08/12	15	125397	BELTS/PULLEYS	82.12	0.00	218.12	4.00	M0053	KNIGHT TERRY	165647
				02/08/12	50	125397	SHOP SUPPLIES	26.22	0.00	26.22	0.00	M0000	PARTS ONLY	165647
				02/06/12	11	125344	WATER PUMP	111.03	680.00	791.03	20.00	M0053	KNIGHT TERRY	165640
				02/06/12	01	125344	BODY REPAIR	8.20	0.00	8.20	0.00	M0000	PARTS ONLY	165640
				02/06/12	50	125344	SHOP SUPPLIES	45.99	0.00	45.99	0.00	M0000	PARTS ONLY	165640
				01/31/12	17	125255	ALIGNMENT	0.00	62.95	62.95	0.00	V0160	CROSS-MIDWEST TI	125561
				01/06/12	17	124291	RPL 2 TIRES	213.58	0.00	213.58	0.00	V0160	CROSS-MIDWEST TI	124791
				01/06/12	28	124291	RUNNING PARTS	0.00	6.80	6.80	0.20	M0014	SAPP ROBERT	165191
				01/06/12	50	124291	SHOP SUPPLIES	3.00	0.00	3.00	0.00	M0000	PARTS ONLY	165191
				12/15/11	14	123686	RPL HORN	45.60	17.00	62.60	0.50	M0053	KNIGHT TERRY	165490
				11/23/11	05	122939	RPR FRONT LINKAGES	543.75	221.00	764.75	6.50	M0053	KNIGHT TERRY	165379
				11/23/11	34	122939	ROAD TEST	0.00	10.20	10.20	0.30	M0053	KNIGHT TERRY	165379
				11/23/11	04	122939	SUSPENSION	41.62	0.00	41.62	0.00	M0000	PARTS ONLY	165379
				11/23/11	50	122939	SHOP SUPPLIES	2.22	0.00	2.22	0.00	M0000	PARTS ONLY	165379
				11/23/11	50	122939	SHOP SUPPLIES	2.22	0.00	2.22	0.00	M0000	PARTS ONLY	165379
				11/21/11	12	122812	RPL TRANS PUMP	157.18	0.00	157.18	0.00	V0777	BOB MCCOSH	633723
				11/18/11	14	122812	REPROG FUEL SYS	0.00	98.99	98.99	0.00	V0777	BOB MCCOSH	633510
				11/16/11	03	122000	RPL LF HUB ASSY	227.08	68.00	295.08	2.00	M0053	KNIGHT TERRY	165372
				11/14/11	15	122722	RPL BELT	23.09	6.80	29.89	0.20	M0053	KNIGHT TERRY	165369
				11/14/11	37	122722	RPR AIR COMPRESSOR	320.97	61.20	382.17	1.80	M0053	KNIGHT TERRY	165369
				11/14/11	50	122722	SHOP SUPPLIES	2.22	0.00	2.22	0.00	M0000	PARTS ONLY	165369
				11/02/11	17	121237	RPR TIRE	0.00	22.05	22.05	0.00	V0160	CROSS-MIDWEST TI	122959
				10/04/11	48	121237	SAFETY INSPECTNS	0.00	17.00	17.00	0.50	M0053	KNIGHT TERRY	165307
				10/04/11	40	121237	AFM	30.96	51.00	81.96	1.50	M0053	KNIGHT TERRY	165307
				10/04/11	01	121237	RPL MIRROR ASSY	204.86	17.00	221.86	0.50	M0053	KNIGHT TERRY	165307
				10/04/11	09	121237	MISC MAINT	9.40	0.00	9.40	0.00	M0000	PARTS ONLY	165307
				10/04/11	50	121237	SHOP SUPPLIES	38.22	0.00	38.22	0.00	M0000	PARTS ONLY	165307
				09/23/11	17	119928	RPR TIRE	0.00	10.50	10.50	0.00	V0160	CROSS-MIDWEST TI	121417
				09/12/11	14	119928	RPL L LOW BEAM	3.59	10.20	13.79	0.30	M0053	KNIGHT TERRY	165239
				08/22/11	01	119237	RPL HUB CAP	86.95	17.00	103.95	0.50	M0053	KNIGHT TERRY	165209
				08/10/11	32	118871	FAB BRACKET FOR HYD HOSE	0.00	34.00	34.00	1.00	M0053	KNIGHT TERRY	164979
				08/10/11	14	118871	RPL BACKUP LIGHT	6.39	17.00	23.39	0.50	M0053	KNIGHT TERRY	164979
				07/12/11	14	117287	ELECTRIC	119.02	0.00	119.02	0.00	M0000	PARTS ONLY	165026
				06/23/11	14	116080	BATTERY CHG 1746	0.00	17.00	17.00	0.50	M0021	CSOLAK JAMES	2676
				06/23/11	29	117287	SERVICE CALLS	0.00	34.00	34.00	1.00	M0021	CSOLAK JAMES	2676

06/08/11	17	115504	ALIGNMENT	0.00	59.95	0.00	V0160	CROSS-MIDWEST TI	117301
06/08/11	14	115504	WIRE TRAILER PLUG	0.00	34.00	1.00	M0053	KNIGHT TERRY	164900
06/02/11	02	115324	RPL TIE RODS	118.96	186.96	2.00	M0053	KNIGHT TERRY	164864
06/02/11	34	115324	ROAD TEST	0.00	10.20	0.30	M0053	KNIGHT TERRY	164864
06/02/11	50	115324	SHOP SUPPLIES	2.52	0.00	0.00	M0000	PARTS ONLY	164864
05/31/11	17	115504	RPL 2 TIRES - ALIGNMENT	260.59	260.59	0.00	V0160	CROSS-MIDWEST TI	117051
05/24/11	17	114630	TIRE REPAIR	0.00	22.05	0.00	V0160	CROSS-MIDWEST TI	0116806
05/06/11	17	113720	RPL 2 TIRES	211.52	0.00	0.00	V0160	CROSS-MIDWEST TI	116261
05/06/11	48	113814	SAFETY INSPECTNS	0.00	17.00	0.50	M0053	KNIGHT TERRY	164787
05/06/11	40	113814	BPM	25.26	34.00	0.00	M0053	KNIGHT TERRY	164787
05/06/11	18	113814	RPL FR BRAKE PADS	56.03	34.00	1.00	M0053	KNIGHT TERRY	164787
05/06/11	34	113814	ROAD TEST	0.00	10.20	0.30	M0053	KNIGHT TERRY	164787
05/06/11	50	113814	SHOP SUPPLIES	37.29	0.00	0.00	M0000	PARTS ONLY	164787
03/21/11	01	108858	WINDSHLD CHIP RPR	0.00	50.00	0.00	V1160	MARK'S MOBILE GL	5067100
03/07/11	15	110684	RPR V-MAC PULLEYS	66.77	68.00	2.00	M0053	KNIGHT TERRY	164566
03/07/11	15	110684	BELTS	0.00	134.77	0.00	M0000	PARTS ONLY	164566
03/03/11	31	108858	TOW TO SHOP	0.00	62.00	0.00	V5069	I-70 TOWING LLC	84812
01/27/11	17	108858	RPL TIRE	103.36	0.00	0.00	V0160	CROSS-MIDWEST TI	113464
01/24/11	16	108858	WIPERS	18.78	6.80	0.20	M0053	KNIGHT TERRY	164311
12/10/10	48	107426	SAFETY INSPECTNS	0.00	17.00	0.50	M0053	KNIGHT TERRY	164178
12/10/10	40	107426	BPM	25.23	34.00	1.00	M0053	KNIGHT TERRY	164178
12/10/10	40	107426	PRVT MAINT	0.00	0.00	0.00	M0000	PARTS ONLY	164178
12/10/10	50	107426	SHOP SUPPLIES	24.36	0.00	0.00	M0000	PARTS ONLY	164178
12/07/10	17	106981	RPL 1 TIRE	105.36	105.36	0.00	V0160	CROSS-MIDWEST TI	112271
12/01/10	14	106981	RPL HEADLIGHT	3.59	13.79	0.30	M0053	KNIGHT TERRY	164123
12/01/10	15	106981	RPL BELTS	62.88	17.00	0.50	M0053	KNIGHT TERRY	164123
12/01/10	37	106981	VMAC REPAIR	545.13	698.13	4.50	M0053	KNIGHT TERRY	164123
12/01/10	15	106981	BELTS	0.00	0.00	0.00	M0000	PARTS ONLY	164123
12/01/10	86	106981	FREIGHT	18.00	0.00	0.00	M0000	PARTS ONLY	164123
11/04/10	07	106052	SERVICE TRANSMISSION	0.00	34.00	1.00	M0053	KNIGHT TERRY	163992
11/04/10	50	106052	SHOP SUPPLIES	124.15	0.00	0.00	M0000	PARTS ONLY	163992
10/25/10	20	105693	RPL HYD TANK SIGHT GAUGE	0.00	17.00	0.50	M0053	KNIGHT TERRY	163979
10/25/10	07	105693	ADD TRANSM FLUID	0.00	34.00	1.00	M0053	KNIGHT TERRY	163979
10/25/10	50	105693	SHOP SUPPLIES	3.17	0.00	0.00	M0000	PARTS ONLY	163979
10/14/10	17	102027	RPR TIRE	0.00	10.00	0.00	V0160	CROSS-MIDWEST TI	110600
09/15/10	37	102027	RPL AIR COUPLER	1.40	0.00	0.00	V2704	O'REILLY AUTOMOT	447164
08/28/10	17	102027	RPL 2 TIRES	212.70	212.70	0.00	V0160	CROSS-MIDWEST TI	108682
08/20/10	14	102027	RPL HEADLAMP	4.28	17.00	0.50	M0009	MONTGOMERY WILLI	163885
07/27/10	48	100530	INSPECTION	0.00	17.00	0.50	M0053	KNIGHT TERRY	163800
07/27/10	40	100530	BPM	34.43	51.00	1.50	M0053	KNIGHT TERRY	163800
07/27/10	50	100530	SHOP SUPPLIES	24.05	0.00	0.00	M0000	PARTS ONLY	163734
07/12/10	14	99308	INSTALL BATTERY	105.58	34.00	1.00	M0053	KNIGHT TERRY	163734
07/12/10	14	99308	CHG BATTERY	0.00	17.00	0.50	M0021	CSOLAK JAMES	2437
07/12/10	29	99308	SERVICE CALL	0.00	17.00	0.50	M0021	CSOLAK JAMES	2437
06/30/10	20	98464	RPL HOSE	15.80	34.00	1.00	M0053	KNIGHT TERRY	163725
06/30/10	20	98464	HYDRAULIC SYSTEM	0.00	0.00	0.00	M0000	PARTS ONLY	163725
06/21/10	17	97649	TIRE RPR	79.25	34.00	1.00	M0053	KNIGHT TERRY	163641
06/04/10	12	96729	RPL FUEL LINE	0.00	10.00	0.00	V0160	CROSS-MIDWEST TI	0106033
06/04/10	28	96729	RUN PARTS	0.00	113.25	1.00	M0053	KNIGHT TERRY	163641
06/04/10	14	96729	INST TRAILER WIRE	0.00	68.00	2.00	M0053	KNIGHT TERRY	163641
06/04/10	34	96729	ROAD TEST	0.00	10.20	0.30	M0053	KNIGHT TERRY	163641
05/26/10	12	96721	RPL FUEL RETURN LINE	115.07	217.07	3.00	M0053	KNIGHT TERRY	163632
05/26/10	50	96721	SHOP SUPPLIES	2.31	2.31	0.00	M0000	PARTS ONLY	163632
05/26/10	16	96729	RPL WIPERS	9.48	16.28	0.20	M0053	KNIGHT TERRY	163634
04/16/10	18	93923	RPL REAR BRAKE PADS	51.54	85.54	1.00	M0053	KNIGHT TERRY	163374
04/06/10	40	93344	SAF	34.43	51.43	0.50	M0053	KNIGHT TERRY	163360
04/06/10	40	93344	BPM	0.00	51.00	1.50	M0053	KNIGHT TERRY	163360

04/06/10	50	93344	SHOP SUPPLIES	38.67	0.00	0.00	38.67	0.00	M0000	PARTS ONLY	163360
03/31/10	17	90783	RPL TIRE	105.50	0.00	0.00	105.50	0.00	V0160	CROSS-MIDWEST TI	103048
03/30/10	17	93004	RPR TIRE	0.00	34.00	34.00	34.00	0.00	M0021	CSOLAK JAMES	2316
03/30/10	29	93004	SERVICE CALL	0.00	34.00	34.00	34.00	0.00	M0021	CSOLAK JAMES	2316
03/24/10	17	90783	RPL 2 TIRES	93.99	0.00	0.00	93.99	0.00	V0160	CROSS-MIDWEST TI	102828
03/19/10	17	90783	RPL 2 TIRES	241.10	0.00	0.00	241.10	0.00	V0160	CROSS-MIDWEST TI	102657
02/11/10	05	90783	TIGHTEN RR AXLE	0.00	34.00	34.00	34.00	0.00	M0053	KNIGHT TERRY	163141
02/03/10	48	90259	MVI	0.00	17.00	17.00	17.00	0.00	M0053	KNIGHT TERRY	163129
02/03/10	40	90259	APM	9.86	17.00	17.00	26.86	0.00	M0053	KNIGHT TERRY	163129
02/03/10	50	90259	SHOP SUPPLIES	80.84	0.00	0.00	80.84	0.00	M0000	PARTS ONLY	163129
01/19/10	20	89444	FITTINGS	12.99	34.00	34.00	46.99	0.00	M0053	KNIGHT TERRY	162941
01/05/10	17	88606	RPL 2 TIRES	225.52	0.00	0.00	225.52	0.00	V0160	CROSS-MIDWEST TI	100551
01/05/10	16	88669	WINTER BLADES	13.42	6.80	6.80	20.22	0.00	M0053	KNIGHT TERRY	162917
01/05/10	14	88669	HOME LITE	39.03	10.20	10.20	49.23	0.00	M0053	KNIGHT TERRY	162917
01/05/10	14	88669	PARKING LITES	0.00	17.00	17.00	17.00	0.00	M0053	KNIGHT TERRY	162917
01/05/10	14	88669	SIDE MARKER LITES	0.00	68.00	68.00	68.00	0.00	M0053	KNIGHT TERRY	162917
01/05/10	50	88669	SHOP SUPPLIES	2.33	0.00	0.00	2.33	0.00	M0000	PARTS ONLY	162917
11/25/09	17	84468	RPR TIRE	0.00	13.23	13.23	13.23	0.00	V0160	CROSS-MIDWEST TI	99458
10/19/09	48	84468	SAFETY INSPECTNS	0.00	17.00	17.00	17.00	0.00	M0053	KNIGHT TERRY	162639
10/19/09	07	84468	RPL FILTER	0.00	17.00	17.00	17.00	0.00	M0053	KNIGHT TERRY	162639
10/19/09	12	84468	FUEL SYSTEM	54.96	34.00	34.00	88.96	0.00	M0053	KNIGHT TERRY	162639
10/19/09	40	84468	BPM	36.08	17.00	17.00	53.08	0.00	M0053	KNIGHT TERRY	162639
10/19/09	34	84468	ROAD TEST	0.00	10.20	10.20	10.20	0.00	M0053	KNIGHT TERRY	162639
10/19/09	50	84468	SHOP SUPPLIES	24.50	0.00	0.00	24.50	0.00	M0000	PARTS ONLY	162639
10/01/09	14	83486	REPL HEAD LITE	5.33	17.00	17.00	22.33	0.00	M0014	SAPP ROBERT	162566
09/15/09	20	80430	RPL ORINGS ON GAUGE	2.68	68.00	68.00	70.68	0.00	M0009	MONTGOMERY WILLI	162600
09/15/09	50	80430	SHOP SUPPLIES	26.40	0.00	0.00	26.40	0.00	M0000	PARTS ONLY	162600
08/04/09	14	80400	BATTERY	46.73	17.00	17.00	63.73	0.00	M0021	CSOLAK JAMES	2141
08/03/09	14	80301	CHARG BATTERY	0.00	17.00	17.00	17.00	0.00	M0021	CSOLAK JAMES	2141
08/03/09	29	80301	SERVICE CALLS	0.00	17.00	17.00	17.00	0.00	M0021	CSOLAK JAMES	2141
07/15/09	17	79319	RPL 2 TIRES	204.28	0.00	0.00	204.28	0.00	V0160	CROSS-MIDWEST TI	94301
07/13/09	43	0	WELD SIGN POST BRACKET	0.00	102.00	102.00	102.00	0.00	M0053	KNIGHT TERRY	162279
07/10/09	20	79123	MAKE HOSE	34.89	17.00	17.00	51.89	0.00	M0014	SAPP ROBERT	162282
07/10/09	20	79123	RPL HYD HOSE	0.00	34.00	34.00	34.00	0.00	M0053	KNIGHT TERRY	162282
06/19/09	48	77966	MVI SAV	0.00	146.20	146.20	146.20	0.00	M0053	KNIGHT TERRY	162199
06/19/09	03	77966	FRONT AXLE	175.77	0.00	0.00	175.77	0.00	M0000	PARTS ONLY	162199
06/19/09	12	77966	FUEL SYSTEM	19.23	0.00	0.00	19.23	0.00	M0000	PARTS ONLY	162199
06/19/09	40	77966	PRVT MAINT	14.73	0.00	0.00	14.73	0.00	M0000	PARTS ONLY	162199
06/19/09	50	77966	SHOP SUPPLIES	12.47	0.00	0.00	12.47	0.00	M0000	PARTS ONLY	162199
06/19/09	50	77966	SHOP SUPPLIES	20.85	0.00	0.00	20.85	0.00	M0000	PARTS ONLY	162199
05/20/09	14	76093	HEADLIGHT BULB	7.25	10.20	10.20	17.45	0.00	M0053	KNIGHT TERRY	162093
05/04/09	17	74965	RPL 3 TIRES	350.91	0.00	0.00	350.91	0.00	V0160	CROSS-MIDWEST TI	91333
04/24/09	20	0	HYD HANDLE	33.30	17.00	17.00	50.30	0.00	M0053	KNIGHT TERRY	161942
04/24/09	20	0	SCREWS	0.00	0.00	0.00	0.00	0.00	M0053	KNIGHT TERRY	161942
04/24/09	86	0	FREIGHT	26.70	0.00	0.00	26.70	0.00	M0000	PARTS ONLY	161942
03/27/09	17	72491	RPR TIRE	0.00	12.60	12.60	12.60	0.00	V0160	CROSS-MIDWEST TI	90066
03/26/09	17	72320	RPL TIRE	113.26	0.00	0.00	113.26	0.00	V0160	CROSS-MIDWEST TI	90000
03/24/09	48	72045	SAFETY INSPECTNS	0.00	17.00	17.00	17.00	0.00	M0053	KNIGHT TERRY	161851
03/24/09	07	72045	TRANS FILTER	0.00	17.00	17.00	17.00	0.00	M0053	KNIGHT TERRY	161851
03/24/09	12	72045	FUEL FILTER	0.00	17.00	17.00	17.00	0.00	M0053	KNIGHT TERRY	161851
03/24/09	14	72045	REPAIR HORN	5.38	17.00	17.00	22.38	0.00	M0053	KNIGHT TERRY	161851
03/24/09	14	72045	RF HEADLIGHT	0.00	10.20	10.20	10.20	0.00	M0053	KNIGHT TERRY	161851
03/24/09	40	72045	PRVT MAINT	27.06	17.00	17.00	44.06	0.00	M0053	KNIGHT TERRY	161851
03/24/09	40	72045	PRVT MAINT	0.00	0.00	0.00	0.00	0.00	M0000	PARTS ONLY	161851
03/24/09	50	72045	SHOP SUPPLIES	28.71	0.00	0.00	28.71	0.00	M0000	PARTS ONLY	161851
03/19/09	01	71761	RPL MIRROR	261.21	34.00	34.00	295.21	0.00	M0009	MONTGOMERY WILLI	161814
03/19/09	01	71761	RPL MIRROR	0.00	34.00	34.00	34.00	0.00	M0014	SAPP ROBERT	161814

02/25/09 20	70560 CHY DRIVER INOP	0.00	17.00	0.50 M0014	SAPP ROBERT	161764
02/25/09 14	70560 RPR LOOSE SCREW IN CNTRL	0.00	17.00	0.50 M0009	MONTGOMERY WILLI	161764
02/18/09 14	70001 RPL LIGHT & PLUG	4.08	17.00	0.50 M0009	MONTGOMERY WILLI	161726
01/02/09 37	68108 IDLER PARTS - SPACER	210.25	0.00	0.00 V0553	KNAPHEIDE	49743
12/31/08 29	68108 SERVICE CALLS	0.00	34.00	1.00 M0053	KNIGHT TERRY	161554
12/31/08 17	68108 R/R FRONT WHEELS	0.00	17.00	0.50 M0053	KNIGHT TERRY	161554
12/31/08 15	68108 REPAIR BELTS	0.00	34.00	1.00 M0053	KNIGHT TERRY	161554
12/31/08 17	68071 RPL 2 TIRES	199.46	0.00	0.00 V0160	CROSS-MIDWEST TI	87584
12/30/08 48	68071 SAFETY INSPECTNS	0.00	17.00	0.50 M0053	KNIGHT TERRY	161519
12/30/08 07	68071 SERVICE TRANS	0.00	17.00	0.50 M0053	KNIGHT TERRY	161519
12/30/08 12	68071 RPL FUEL FILTER	0.00	17.00	0.50 M0053	KNIGHT TERRY	161519
12/30/08 40	68071 PRVT MAINT	26.93	17.00	0.50 M0053	KNIGHT TERRY	161519
12/30/08 50	68071 SHOP SUPPLIES	25.83	0.00	0.00 M0000	PARTS ONLY	161519
12/30/08 31	68071 TOW FROM SMITH H TO SHOP	0.00	100.00	0.00 V5069	I-70 TOWING LLC	71690
10/20/08 18	65152 R BRAKEPADS/ROTORs	396.86	68.00	2.00 M0053	KNIGHT TERRY	161239
10/20/08 18	65152 PARKINGBRAKESHOES	0.00	34.00	1.00 M0053	KNIGHT TERRY	161239
10/20/08 18	65152 REAR WHEEL SEALS	0.00	34.00	1.00 M0053	KNIGHT TERRY	161239
10/20/08 34	65152 ROAD TEST	0.00	10.20	0.30 M0053	KNIGHT TERRY	161239
10/20/08 50	65152 SHOP SUPPLIES	30.98	0.00	0.00 M0000	PARTS ONLY	161239
09/22/08 17	63389 RPL TIRE	107.84	0.00	0.00 V0160	CROSS-MIDWEST TI	84037
08/27/08 48	61762 SAFETY INSPECTNS	0.00	17.00	0.50 M0053	KNIGHT TERRY	161059
08/27/08 12	61762 RPL FUEL FILTER	0.00	17.00	0.50 M0053	KNIGHT TERRY	161059
08/27/08 07	61762 TRANS FILTER	0.00	17.00	0.50 M0053	KNIGHT TERRY	161059
08/27/08 14	61762 ELECTRIC	1.23	10.20	0.30 M0053	KNIGHT TERRY	161059
08/27/08 40	61762 PRVT MAINT	26.39	17.00	0.50 M0053	KNIGHT TERRY	161059
08/27/08 40	61762 PRVT MAINT	0.00	0.00	0.00 M0000	PARTS ONLY	161059
08/27/08 50	61762 SHOP SUPPLIES	25.80	0.00	0.00 M0000	PARTS ONLY	161059
08/26/08 14	61698 REPRGRM ECM	0.00	165.95	0.00 V0777	BOB MCCOSH	360984
08/15/08 12	61128 FUEL SYSTEM	143.38	0.00	0.00 M0000	PARTS ONLY	161009
08/15/08 14	61128 ELECTRIC	4.35	0.00	0.00 M0000	PARTS ONLY	161009
08/11/08 17	61128 RPL 4 TIRES	438.32	0.00	0.00 V0160	CROSS-MIDWEST TI	82561
08/04/08 20	60022 CHECK HYD VALVE	0.00	17.00	0.50 M0009	MONTGOMERY WILLI	160962
07/30/08 23	60022 A/C SWITCH	26.60	10.20	0.30 M0053	KNIGHT TERRY	160940
07/30/08 23	60022 CLEAN COND	0.00	17.00	0.50 M0053	KNIGHT TERRY	160940
07/17/08 17	58834 RPR TIRE	0.00	20.00	0.00 V0160	CROSS-MIDWEST TI	81633
06/24/08 17	57138 FLAT REPAIR	12.00	0.00	0.00 V0160	CROSS-MIDWEST TI	80700
06/06/08 48	56468 SAFETY INSPECTNS	0.00	17.00	0.50 M0053	KNIGHT TERRY	160751
06/06/08 40	56468 PRVT MAINT	8.83	17.00	0.50 M0053	KNIGHT TERRY	160751
06/06/08 50	56468 SHOP SUPPLIES	31.18	0.00	0.00 M0000	PARTS ONLY	160751
05/01/08 29	54370 SERVICE CALLS	0.00	17.00	0.50 M0021	CSOLAK JAMES	1539
05/01/08 14	54370 CHRG BATT	0.00	17.00	0.50 M0021	CSOLAK JAMES	1539
04/18/08 17	53692 RPL 2 TIRES	199.46	0.00	0.00 V0160	CROSS-MIDWEST TI	78077
03/27/08 15	52463 RPL BELT	29.40	34.00	1.00 M0053	KNIGHT TERRY	160493
03/18/08 15	51941 VMAC AIR COMP BELT	25.95	68.00	2.00 M0053	KNIGHT TERRY	160457
03/18/08 37	51941 VMAC AIR COMP PARTS	327.00	0.00	0.00 V0553	KNAPHEIDE	47367
03/10/08 07	51174 SERVICE TRANS	0.00	34.00	1.00 M0053	KNIGHT TERRY	160429
03/10/08 09	51174 MISC MAINT	8.60	0.00	0.00 M0000	PARTS ONLY	160429
03/10/08 50	51174 SHOP SUPPLIES	50.96	0.00	0.00 M0000	PARTS ONLY	160429
03/10/08 50	51174 SHOP SUPPLIES	50.96	0.00	0.00 M0000	PARTS ONLY	DIRECT
03/04/08 48	50757 SAFETY INSPECTNS	0.00	17.00	0.50 M0053	KNIGHT TERRY	160407
03/04/08 12	50757 TRANS FILTER	0.00	17.00	0.50 M0053	KNIGHT TERRY	160407
03/04/08 37	50757 RPL FUEL FILTER	0.00	17.00	0.50 M0053	KNIGHT TERRY	160407
03/04/08 37	50757 V-MAC FILTER	0.00	17.00	0.50 M0053	KNIGHT TERRY	160407
03/04/08 40	50757 PRVT MAINT	25.75	17.00	0.50 M0053	KNIGHT TERRY	160407
03/04/08 50	50757 SHOP SUPPLIES	25.29	0.00	0.00 M0000	PARTS ONLY	160407
02/19/08 20	49331 RMV HAMMER RPR DRIVER	0.00	25.50	0.75 M0014	SAPP ROBERT	160231
01/31/08 01	48518 RPR LOOSE CRANE	0.00	68.00	2.00 M0014	SAPP ROBERT	160131

01/16/08	17	47427	RPR TIRE	0.00	18.00	0.00	V0160	CROSS-MIDWEST TI	75664
01/10/08	20	47427	MAKE HOSES FOR SIGN DRIV	35.40	17.00	0.00	M0014	SAPP ROBERT	160018
12/19/07	14	46749	RPL RES/WIRING PLUG	134.99	34.00	0.00	M0053	KNIGHT TERRY	159940
12/19/07	14	46749	ELECTRIC	0.00	0.00	0.00	M0053	PARTS ONLY	159940
12/15/07	14	46465	REPAIRLOWERRESWIRING	0.00	34.00	0.00	M0053	KNIGHT TERRY	159939
12/08/07	48	46070	SAFETY INSPECTNS	0.00	17.00	0.00	M0053	KNIGHT TERRY	159803
12/08/07	07	46070	TRANS FILTER	0.00	17.00	0.00	M0053	KNIGHT TERRY	159803
12/08/07	12	46070	RPL FUEL FILTER	0.00	34.00	0.00	M0053	KNIGHT TERRY	159803
12/08/07	40	46070	PRVT MAINT	25.89	17.00	0.00	M0053	KNIGHT TERRY	159803
12/08/07	50	46070	SHOP SUPPLIES	16.00	0.00	0.00	M0000	PARTS ONLY	159803
12/05/07	50	45883	SHOP SUPPLIES	2.38	0.00	0.00	M0000	PARTS ONLY	NONE
10/24/07	29	44088	SERVICE CALLS	0.00	17.00	0.00	M0021	CSOLAK JAMES	1249
10/24/07	14	44088	JUMP START	0.00	17.00	0.00	M0021	CSOLAK JAMES	1249
10/24/07	14	44088	RPL BATTREYS	80.18	17.00	0.00	M0053	KNIGHT TERRY	159717
10/23/07	29	43962	SERVICE CALLS	0.00	17.00	0.00	M0021	CSOLAK JAMES	1248
10/23/07	14	43962	CHRG BATT	0.00	17.00	0.00	M0021	CSOLAK JAMES	1248
10/22/07	29	43820	SERVICE CALLS	0.00	17.00	0.00	M0021	CSOLAK JAMES	1247
10/22/07	14	43820	CHRG BATT	0.00	34.00	0.00	M0053	KNIGHT TERRY	159612
10/09/07	05	43026	INSTALL BOOT KIT	72.30	68.00	0.00	M0053	KNIGHT TERRY	159612
10/09/07	30	43026	PEREYS INSTALL CLAMP	0.00	51.00	0.00	M0053	KNIGHT TERRY	159612
10/09/07	34	43026	ROAD TEST	0.00	10.20	0.00	M0053	KNIGHT TERRY	159612
10/09/07	03	43026	INSTALL CLAMP - CV BOOT	44.25	44.25	0.00	V0777	BOB MCCOSH	2013
09/28/07	17	40560	RPL TIRE	111.69	0.00	0.00	V0160	CROSS-MIDWEST TI	72002
09/18/07	29	40560	SERVICE CALLS	0.00	34.00	0.00	M0009	MONTGOMERY WILLI	159539
09/18/07	28	40560	RUNNING PARTS	0.00	34.00	0.00	M0014	SAPP ROBERT	159539
09/18/07	30	40560	OUTSIDE LABOR	30.75	0.00	0.00	M0000	PARTS ONLY	159539
08/28/07	14	40560	RPL BATT CABLE GEN	0.00	17.00	0.00	M0053	KNIGHT TERRY	159434
08/28/07	17	40560	RPL 4 TIRES	484.00	0.00	0.00	V0160	CROSS-MIDWEST TI	70889
08/27/07	14	40501	RPL REMOTE CONTROL	1675.00	0.00	0.00	M0014	SAPP ROBERT	159453
08/27/07	86	40501	FREIGHT	113.32	38.00	0.00	M0000	PARTS ONLY	159453
08/24/07	48	40391	SAFETY INSPECTNS	0.00	17.00	0.00	M0053	KNIGHT TERRY	159392
08/24/07	07	40391	TRANS FILTER	0.00	17.00	0.00	M0053	KNIGHT TERRY	159392
08/24/07	12	40391	RPL FUEL FILTER	0.00	17.00	0.00	M0053	KNIGHT TERRY	159392
08/24/07	40	40391	PRVT MAINT	26.22	17.00	0.00	M0053	KNIGHT TERRY	159392
08/24/07	50	40391	SHOP SUPPLIES	23.92	0.00	0.00	M0000	PARTS ONLY	159392
08/16/07	14	39000	CHK OUT CONTROL	0.00	102.00	0.00	M0014	SAPP ROBERT	159371
08/08/07	14	38893	RPR TRAILER WIRING	2.28	34.00	0.00	M0014	SAPP ROBERT	159351
08/08/07	14	38893	RPR TRAILER WIRING	0.00	34.00	0.00	M0009	MONTGOMERY WILLI	159351
08/08/07	50	38893	SHOP SUPPLIES	9.52	0.00	0.00	M0000	PARTS ONLY	159351
07/30/07	29	37709	SERVICE CALLS	0.00	34.00	0.00	M0021	CSOLAK JAMES	1168
07/30/07	17	37709	LR INNER DUAL FLAT	0.00	34.00	0.00	M0021	CSOLAK JAMES	1168
07/30/07	17	37709	RPL 2 TIRES	220.36	0.00	0.00	V0160	CROSS-MIDWEST TI	69608
07/24/07	20	37260	RPR HYD HOSE	4.98	34.00	0.00	M0014	SAPP ROBERT	159283
06/04/07	14	33810	RESET CODES	0.00	35.50	0.00	V0777	BOB MCCOSH	333969
04/27/07	48	31689	SAFETY INSPECTNS	0.00	17.00	0.00	M0053	KNIGHT TERRY	158945
04/27/07	07	31689	RPL TRANS FILTER	0.00	17.00	0.00	M0053	KNIGHT TERRY	158945
04/27/07	12	31689	RPL FUEL FILTER	0.00	17.00	0.00	M0053	KNIGHT TERRY	158945
04/27/07	40	31689	PRVT MAINT	29.03	17.00	0.00	M0053	KNIGHT TERRY	158945
04/27/07	50	31689	SHOP SUPPLIES	23.05	0.00	0.00	M0000	PARTS ONLY	158945
04/02/07	17	30668	RPL TIRE	82.74	0.00	0.00	V0375	FIRESTONE	98913
03/13/07	17	29827	BALANCE ROTATE TIRES	0.00	96.00	0.00	V0160	CROSS-MIDWEST TI	64514
02/27/07	04	28908	RPL F SHOCKS	359.96	34.00	0.00	M0053	KNIGHT TERRY	158770
02/27/07	04	28908	RPL R SHOCKS	0.00	34.00	0.00	M0053	KNIGHT TERRY	158770
02/27/07	34	28908	ROAD TEST	0.00	10.20	0.00	M0053	KNIGHT TERRY	158770
02/23/07	20	28250	RPL HYD HOSES	32.42	34.00	0.00	M0009	MONTGOMERY WILLI	158761
02/23/07	20	28250	HYDRAULIC SYSTEM	0.00	0.00	0.00	M0000	PARTS ONLY	158761
02/22/07	01	28547	INSTALL BUGFLECTOR 11	49.99	17.00	0.00	M0053	KNIGHT TERRY	158759

01/08/07 17	26186 BALANCE 6 TIRES	96.00	0.00	96.00	0.00	V0160	CROSS-MIDWEST TI	62938
01/05/07 17	25985 RPR TIRE	0.00	12.00	12.00	0.00	V0375	FIRESTONE	95834
01/04/07 14	25782 RPR ELECTRIC PROBLEM	0.00	176.69	176.69	0.00	V0777	BOB MCCOSH	324583
01/04/07 29	25985 PICKUP AT PERRYS	0.00	34.00	34.00	0.00	M0021	CSOLAK JAMES	954
01/02/07 40	25782 PRVT MAINT	25.73	0.00	25.73	0.00	M0000	PARTS ONLY	158460
01/02/07 50	25782 SHOP SUPPLIES	21.27	0.00	21.27	0.00	M0000	PARTS ONLY	158460
01/02/07 48	25782 SAFETY INSPECTNS	0.00	17.00	17.00	0.00	M0053	KNIGHT TERRY	158460
01/02/07 12	25782 RPL FUEL FILTER	0.00	17.00	17.00	0.00	M0053	KNIGHT TERRY	158460
01/02/07 07	25782 RPL TRANS FILTER	0.00	17.00	17.00	0.00	M0053	KNIGHT TERRY	158460
01/02/07 40	25782 PRVT MAINT	4.23	17.00	21.23	0.00	M0053	KNIGHT TERRY	158460
01/02/07 34	25782 ROAD TEST	0.00	10.20	10.20	0.00	M0053	KNIGHT TERRY	158460
12/28/06 09	25782 RPL 17 INCH CABLE	56.00	0.00	56.00	0.00	V0553	KNAPHEIDE	41944
12/02/06 09	22716 Parts Only	0.00	3.40	3.40	0.00	M0009	MONTGOMERY WILLI	158387
12/02/06 45	22716 NUTS BOLTS WASHR	0.00	0.00	0.00	0.00	M0000	PARTS ONLY	158387
12/02/06 46	22716 PASTENERS	9.00	0.00	9.00	0.00	M0000	PARTS ONLY	158387
10/24/06 37	22716 AIR TANK CABLE	0.00	34.00	34.00	0.00	M0053	KNIGHT TERRY	158201
09/22/06 20	20939 RPR HYD LEAK	11.68	34.00	45.68	0.00	M0053	KNIGHT TERRY	158076
09/15/06 48	20464 SAFETY INSPECTNS	0.00	17.00	17.00	0.00	M0053	KNIGHT TERRY	158044
09/15/06 07	20464 RPL TRANS FILTER	0.00	17.00	17.00	0.00	M0053	KNIGHT TERRY	158044
09/15/06 12	20464 RPL FUEL FILTER	0.00	17.00	17.00	0.00	M0053	KNIGHT TERRY	158044
09/15/06 40	20464 PRVT MAINT	39.14	17.00	56.14	0.00	M0053	KNIGHT TERRY	158044
09/15/06 50	20464 SHOP SUPPLIES	21.09	0.00	21.09	0.00	M0000	PARTS ONLY	158044
08/17/06 17	18608 RPL ALL TIRES	642.52	0.00	642.52	0.00	V0375	FIRESTONE	90318
07/31/06 09	17806 FLAGGED FOR SIGN MAN	0.00	68.00	68.00	0.00	M0021	CSOLAK JAMES	FST-718
07/26/06 09	17806 FLAGGING FOR SIGN MAN	0.00	127.50	127.50	0.00	M0021	CSOLAK JAMES	FST-716
07/25/06 23	17806 RPL AC TUBE	40.50	68.00	108.50	0.00	M0053	KNIGHT TERRY	157073
07/25/06 23	17806 FREON	0.00	51.00	51.00	0.00	M0053	KNIGHT TERRY	157073
07/25/06 86	17806 PARTS ONLY	8.47	0.00	8.47	0.00	M0000	PARTS ONLY	157073
06/14/06 09	15200 ASSIST IN PUT UP OF SIGN	0.00	23.33	23.33	0.00	M0021	CSOLAK JAMES	FST-691
06/12/06 28	15200 HELP FLAG FOR SIGNAGE	0.00	128.32	128.32	0.00	M0021	CSOLAK JAMES	FST-689
06/09/06 48	15200 SAFETY INSPECTNS	0.00	11.31	11.31	0.00	M0053	KNIGHT TERRY	156910
06/09/06 07	15200 RPL TRANS FILTER	0.00	11.31	11.31	0.00	M0053	KNIGHT TERRY	156910
06/09/06 12	15200 RPL FUEL FILTER	7.99	22.62	30.61	0.00	M0053	KNIGHT TERRY	156910
06/09/06 40	15200 PRVT MAINT	30.70	22.62	53.32	0.00	M0053	KNIGHT TERRY	156910
06/09/06 34	15200 ROAD TEST	0.00	6.79	6.79	0.00	M0053	KNIGHT TERRY	156910
06/09/06 50	15200 SHOP SUPPLIES	26.46	0.00	26.46	0.00	M0000	PARTS ONLY	156910
06/09/06 40	15200 HELP ASSIST ON SVC OF TR	0.00	46.66	46.66	0.00	M0021	CSOLAK JAMES	FST-688
05/02/06 09	13019 HELPED WITH SIGNS	0.00	139.98	139.98	0.00	M0021	CSOLAK JAMES	FST-670
05/01/06 09	13019 HELPED WITH SIGNS	0.00	163.31	163.31	0.00	M0021	CSOLAK JAMES	FST-669
04/24/06 20	13019 RPL HYD FITTING	23.19	27.61	50.80	0.00	M0009	MONTGOMERY WILLI	156842
04/24/06 09	13019 CUTOFF TOOL HOLDER	0.00	13.81	13.81	0.00	M0014	SAPP ROBERT	156842
04/24/06 20	13019 RPL HYD COUPLER	0.00	12.74	12.74	0.00	M0014	SAPP ROBERT	156842
04/21/06 20	12841 RPL HYD HOSES	38.10	27.61	65.71	0.00	M0009	MONTGOMERY WILLI	156839
04/20/06 09	11210 HELP WITH SIGNS	0.00	52.49	52.49	0.00	M0021	CSOLAK JAMES	FST-664
04/19/06 09	11210 HELPED WITH SIGNS	0.00	81.66	81.66	0.00	M0021	CSOLAK JAMES	FST-665
04/18/06 09	11480 RPL SPRING ON CONTROL	6.99	25.47	32.46	0.00	M0014	SAPP ROBERT	156800
04/10/06 09	11210 help with signs	0.00	128.32	128.32	0.00	M0021	CSOLAK JAMES	FST-658
03/29/06 09	0 HELPED PUT UP MAILBOXES	0.00	93.32	93.32	0.00	M0021	CSOLAK JAMES	FST-652
03/22/06 43	11210 WELD EYE ON DRIVER	0.00	27.61	27.61	0.00	M0009	MONTGOMERY WILLI	156746
03/22/06 45	11210 NUTS BOLTS WASHR	1.44	0.00	1.44	0.00	M0000	PARTS ONLY	156746
03/22/06 09	11210 HELPED WITH SIGNS	0.00	52.49	52.49	0.00	M0021	CSOLAK JAMES	FST-647
03/17/06 09	10655 HELPED WITH SIGNS	0.00	104.99	104.99	0.00	M0021	CSOLAK JAMES	FST-644
03/14/06 43	10655 WELD POST DRIVER	0.00	13.81	13.81	0.00	M0009	MONTGOMERY WILLI	156712
03/09/06 09	10153 HELP WITH SIGNS	0.00	151.65	151.65	0.00	M0021	CSOLAK JAMES	FST-639
03/07/06 48	10153 SAFETY INSPECTNS	0.00	11.31	11.31	0.00	M0053	KNIGHT TERRY	156692
03/07/06 07	10153 RPL TRANS FILTER	0.00	11.31	11.31	0.00	M0053	KNIGHT TERRY	156692
03/07/06 12	10153 RPL FUEL FILTER	0.00	11.31	11.31	0.00	M0053	KNIGHT TERRY	156692

03/07/06 40	10153 PRVT MAINT	31.30	11.31	42.61	0.50 M0053	KNIGHT TERRY	156692
03/07/06 40	10153 PRVT MAINT	0.00	0.00	0.00	0.00 M0000	PARTS ONLY	156692
03/07/06 50	10153 SHOP SUPPLIES	19.67	0.00	19.67	0.00 M0000	PARTS ONLY	156692
03/07/06 17	10201 ROTATE-ALIGNMENT	0.00	83.94	83.94	0.00 V0375	FIRESTONE	83897
03/07/06 24	10153 CHAINS	22.20	0.00	22.20	0.00 M0000	PARTS ONLY	NONE
02/28/06 46	9800 FASTENERS	8.36	0.00	8.36	0.00 M0000	PARTS ONLY	NONE
02/21/06 09	9031 HELPED WITH SIGNS	0.00	163.31	163.31	7.00 M0021	CSOLAK JAMES	FST-629
02/10/06 20	9031 RPL HOSES POST DRIVER	6.98	22.62	29.60	1.00 M0053	KNIGHT TERRY	156626
02/10/06 20	9031 HYDRAULIC SYSTEM	0.00	0.00	0.00	0.00 M0000	PARTS ONLY	156626
02/08/06 20	8888 RPR HYD HOSES	5.94	22.62	28.56	1.00 M0053	KNIGHT TERRY	156617
02/06/06 01	8665 RPR THREADPOSTDRIVER	0.00	22.62	22.62	1.00 M0053	KNIGHT TERRY	156598
01/04/06 09	0 HELP WITH SIGNS	0.00	75.82	75.82	3.25 M0021	CSOLAK JAMES	FST-602
12/29/05 20	6402 RPL HYD HOSES	63.66	33.13	96.79	1.20 M0009	MONTGOMERY WILLI	156470
12/29/05 37	6402 CHECK AIR LEAK	0.00	30.56	30.56	1.20 M0014	SAPP ROBERT	156470
12/05/05 48	5000 SAFETY INSPECTNS	0.00	11.31	11.31	0.50 M0053	KNIGHT TERRY	156397
12/05/05 07	5000 RPL TRANS FILTER	0.00	11.31	11.31	0.50 M0053	KNIGHT TERRY	156397
12/05/05 12	5000 RPL FUEL FILTER	0.00	11.31	11.31	0.50 M0053	KNIGHT TERRY	156397
12/05/05 14	5000 RPL CIRCUIT BREAKER	0.00	11.31	11.31	0.50 M0053	KNIGHT TERRY	156397
12/05/05 34	5000 ROAD TEST	0.00	6.79	6.79	0.30 M0053	KNIGHT TERRY	156397
12/05/05 40	5000 PRVT MAINT	31.24	11.31	42.55	0.50 M0053	KNIGHT TERRY	156397
12/05/05 50	5000 SHOP SUPPLIES	20.59	0.00	20.59	0.00 M0000	PARTS ONLY	156397
10/12/05 46	1506 FASTENERS	8.94	0.00	8.94	0.00 M0000	PARTS ONLY	NONE
09/23/05 14	1404 RANDR GEN FOR REPAIR	0.00	22.62	22.62	1.00 M0053	KNIGHT TERRY	156232
09/23/05 14	1404 REPAIR REDILINE	17.90	80.00	97.90	0.00 V0661	MISSOURI FLEET P	24003
09/21/05 56	1404 INSTALL 2-WAY RADIO	0.00	150.03	150.03	0.00 V6967	WIRELESS USA	723371
09/07/05 01	0 36 Months 36000 Miles	0.00	0.00	0.00	0.00 V0776	PERRY LEGEND COL	WARRANT
09/07/05 10	0 60 Months 100000 Miles	0.00	0.00	0.00	0.00 V0776	PERRY LEGEND COL	WARRANT
08/09/05 48	48 SAFETY INSPECTNS	0.00	11.31	11.31	0.50 M0053	KNIGHT TERRY	155912
08/09/05 01	48 DECALS/LIC PLATES	0.00	11.31	11.31	0.50 M0053	KNIGHT TERRY	155912
190 repair orders	Vehicle 1746 Total	14824.77	9586.61	24411.38	262.65		
190 repair orders	Report Total	14824.77	9586.61	24411.38	262.65		

Selection Criteria: VEHN | 1746 Only
 YRMO | Life-to-Date Only

DV	VT	VEHN	YRMO	MILES	VRBLE\$	FIXED\$	INCDNTL\$	ACCID\$	SUBTOTAL\$	CPM	OTHER\$	TOTAL\$		
01	05	1746	05	CHV3500	0000	126839	58478.04	0.00	0.00	0.00	58478.04	0.461	204.49	58682.53
Report Total					126839	58478.04	0.00	0.00	58478.04	0.461	204.49	58682.53		

* Note: Quoting truck that is already built, subject to previous sale. A new order would take about 20 weeks. Window sticker included; has extra equipment.

County of Boone

Purchasing Department

4. Response Form

- 4.1. Company Name: Midway Ford Truck Center
- 4.2. Address: 2601 N.E. 38th St
- 4.3. City/Zip: Kansas City, MO. 64161
- 4.4. Phone Number: 816-455-3000
- 4.5. E-mail: jvestal@midwaytrucks.com
- 4.6. Fax Number: 816-454-3796
- 4.7. Federal Tax ID: 480-67-4662
- 4.7.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.8. PRICING

Unit Price

4.8.1.	2012 or newer 19,000 GVRW 4 WD Cab-Chassis and 84" CA.	\$ 43,472.
4.8.2.	List brand / model: <u>Ford F550</u>	
4.8.3.	Warranty: provide documentation and any additional offered with price structure <u>3yr or 36,000 mile bumper-bumper / 5yr or 60,000 power train / 5yr or 100,000 mile diesel motor. Ford Factory Warranty</u>	
4.8.4.	List any deviations from minimum specifications under section 2.2: <u>Attached Window Sticker</u>	
4.8.5.	Exterior Color: <u>Vermillion Red</u> Interior Color: <u>Steel Vinyl</u>	

- 4.8.6. List tire type and size: 225/70 R 19.5 G BSW MaxTrac
- 4.9. 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
- Delivery After Receipt of Order: 3 weeks

- 4.10. 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.
- 4.11.

Authorized Representative (Sign By Hand):

John Vestal
Print Name and Title of Authorized Representative

Date: 6-14-12

Sales

4.12. Identification of Bidders/Offerors: How were you notified or heard about this bid/proposal?

Newspaper Advertisement

Boone County Electronic Bid Notification

Other, please list: Email contacted by County



John Vestal

Fleet Sales

MIDWAY FORD TRUCK CENTER, INC.

7601 N.E. 38th Street

Kansas City, Missouri 64161

(816) 413-3014 Direct

(816) 455-3000

(800) 598-2285 Toll Free

(816) 454-3796 Fax

(816) 519-8820 Cell

E-Mail: jvestal@midwaytrucks.com



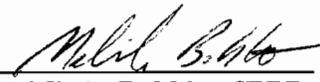
BOONE COUNTY, MISSOURI
Request for Bid #: 22-20JUN12 – Sign Truck

ADDENDUM #1 - Issued June 15, 2012

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum **should** be acknowledged and submitted with Bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

- 1) Note: The County is seeking a "built" truck. Time is of the essence and the County does not have time to wait 20 weeks for a truck to be built.
- 2) The County will be issuing a bid following award of this contract to have a bed built for the sign truck.

By: 
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # 22-20JUN12 – Sign Truck receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____
E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Bid #: 22-20JUN12 – Sign Truck

ADDENDUM #1 - Issued June 15, 2012

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum **should** be acknowledged and submitted with Bidder's *Response Form*.

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- 1) Note: The County is seeking a "built" truck. Time is of the essence and the County does not have time to wait 20 weeks for a truck to be built.
- 2) The County will be issuing a bid following award of this contract to have a bed built for the sign truck.

By: 
Melinda Bobbitt, CPPB
Director of Purchasing

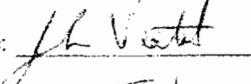
OFFEROR has examined copy of Addendum #1 to Request for Bid # 22-20JUN12 – Sign Truck receipt of which is hereby acknowledged:

Company Name: Midway Ford

Address: 2601 N.E. 35th St.
Kansas City, MO 64161

Phone Number: 816-455-3000 Fax Number: 816-454-3796

E-mail address: jvestal@midwaytrucks.com

Authorized Representative Signature:  Date: 6-15-12

Authorized Representative Printed Name: John Vestal



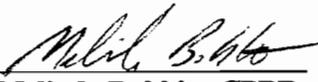
BOONE COUNTY, MISSOURI
Request for Bid #: 22-20JUN12 – Sign Truck

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- 2) The County will be issuing a bid following award of this contract to have a bed built for the sign truck.

By: 
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # 22-20JUN12 – Sign Truck receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____
E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



Request for Bid (RFB)

Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201

Melinda Bobbitt, CPPB, Director
(573) 886-4391 – Fax: (573) 886-4390
Email: mbobbitt@boonecountymo.org

Bid Data

Bid Number: **22-20JUN12**

Commodity Title: **2012 or newer 19,000 GVRW 4WD Cab-Chassis and 84" CA to be used for a Sign Truck**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Wednesday, June 20, 2012**

Time: **1:30 P.M. (Bids received after this time will be returned unopened)**

Location / Mail Address: **Boone County Purchasing Department
Boone County Annex
613 E. Ash, Room 110
Columbia, MO 65201**

Directions: The Annex Building is located at the corner of 7th and Ash Streets.

Bid Opening

Day / Date: **Wednesday, June 20, 2012**

Time: **1:30 P.M. (Bids received after this time will be returned unopened)**

Location / Address: **Boone County Annex / Purchasing Department
613 E. Ash Street, Room 110
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form
Debarment Form
Standard Terms and Conditions
"No Bid" Response Form**

1. Introduction and General Conditions of Bidding

1.1. INVITATION - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.

1.2. DEFINITIONS

1.2.1. County - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

Purchasing - The Purchasing Department, including its Purchasing Director and staff.

Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.

Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.

1.2.2. Bidder / Contractor / Supplier - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

Supplier - All business/s entities which may provide the subject goods and/or services.

1.2.3. Bid - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. 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. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

1.3.2. Bid Amendment - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.

1.4. AWARD - Award will be made to the Bidder/s whose offer/s provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to no award the items bid and procure them from an intergovernmental cooperative contract if that action is deemed to be 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.
- 1.7. **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** – For the furnishing and delivery of one (1) 2012 or newer 19,000 GVRW 4WD Cab-Chassis and 84” CA with manufacturer’s standard equipment and features specified below.
- 2.2. **MINIMUM TECHNICAL SPECIFICATIONS**
 - 2.2.1. Automatic Transmission
 - 2.2.2. Heat and A/C
 - 2.2.3. Speed control and tilt wheel
 - 2.2.4. Rubber flooring
 - 2.2.5. Vinyl Seat
 - 2.2.6. Trailer mirrors - manual
 - 2.2.7. PTO provision on the transmission
 - 2.2.8. ABS Brakes (all wheels)
 - 2.2.9. Limited Slip Diff. - preferred
 - 2.2.10. Standard Diesel engine with the highest cooling capacity
 - 2.2.11. Exterior Color: Red Paint - preferred.
- 2.3. **Warranty:** Manufacturer’s standard warranty, List all warranties on Bid Response sheet.
- 2.4. **Designee** – Boone County Public Works
- 2.5. **Contact** – Melinda Bobbitt, Boone County Purchasing Department, 613 E. Ash, Room 110, Columbia, MO 65201. Telephone: 573-886-4391 Facsimile: 573-886-4390
- 2.6. **Delivery:** Unit shall be delivered with Bill of Sale and Manufacturer’s Statement of Origin.
- 2.6.1. **Delivery Terms:** FOB Destination. Boone County Public Works Department, Maintenance Operations, 5551 Highway 63 South, Columbia, MO 65201
- 2.7. **ADDITIONAL TERMS AND CONDITIONS:**
 - 2.7.1. Equipment shall be properly serviced, including grease and oil to the proper levels.
 - 2.7.2. Vendor to include product literature for each proposed piece of equipment.
 - 2.7.3. 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. Availability and comparative cost of parts, speed of service, and location of service/warranty work will weigh into consideration of award.
 - 2.7.4. **Because time is of the essence for this bid, faxed or e-mailed bids will be accepted. Fax: 573-886-4390; e-mail: mbobbitt@boonecountymo.org. Please call Melinda Bobbitt at (573) 886-4391 to confirm that your bid has been received PRIOR to the due date and time of bid opening.**

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. E-mail: _____

4.6. Fax Number: _____

4.7. Federal Tax ID: _____

- 4.7.1. () Corporation
- () Partnership - Name _____
- () Individual/Proprietorship - Individual Name _____
- () Other (Specify) _____

4.8. PRICING

Unit Price

4.8.1.	2012 or newer 19,000 GVRW 4 WD Cab-Chassis and 84" CA.	\$ _____
4.8.2.	List brand / model: _____	
4.8.3.	Warranty: provide documentation and any additional offered with price structure _____	
4.8.4.	List any deviations from minimum specifications under section 2.2: _____	
4.8.5.	Exterior Color: _____ Interior Color: _____	

4.8.6. List tire type and size: _____

4.9. 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

Delivery After Receipt of Order: _____

4.10.

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

4.11. 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.

Authorized Representative (Sign By Hand):

Date: _____

Print Name and Title of Authorized Representative

4.12. Identification of Bidders/Offerors: How were you notified or heard about this bid/proposal?

_____ Newspaper Advertisement

_____ Boone County Electronic Bid Notification

_____ Other, please list: _____

(Please complete and return with Bid)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date



Boone County Purchasing
613 E. Ash, Room 110
Columbia, MO 65201

Standard Terms and Conditions

Melinda Bobbitt, CPPB, Director
Phone: (573) 886-4391 – 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 Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an “all or none” basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. 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.
12. 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.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and

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

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

“No Bid” Response Form

Melinda Bobbitt, CPPB, Director of Purchasing
(573) 886-4392 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

Bid: 22-20JUN12 – 2012 or newer 19,000 GVRW 4WD Cab-Chassis and 84” CA truck to be used as a Sign Truck

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

EPLS

Excluded Parties List System



Search - Current Exclusions

- > [Advanced Search](#)
- > [Multiple Names](#)
- > [Exact Name and SSN/TIN](#)
- > [MyEPLS](#)
- > [Recent Updates](#)
- > [Browse All Records](#)

View Cause and Treatment Code Descriptions

- > [Reciprocal Codes](#)
- > [Procurement Codes](#)
- > [Nonprocurement Codes](#)

Agency & Acronym Information

- > [Agency Contacts](#)
- > [Agency Descriptions](#)
- > [State/Country Code Descriptions](#)

OFFICIAL GOVERNMENT USE ONLY

- > [Debar Maintenance](#)
- > [Administration](#)
- > [Upload Login](#)

EPLS Search Results

Search Results for Parties Excluded by

**Firm, Entity, or Vessel : Midway Ford Truck
State : MISSOURI**

**As of 22-Jun-2012 5:34 PM EDT
Save to MyEPLS**

Your search returned no results.

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

Resources

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

Reports

- > [Advanced Reports](#)
- > [Recent Updates](#)
- > [Dashboard](#)

Archive Search - Past Exclusions

- > [Advanced Archive Search](#)
- > [Multiple Names](#)
- > [Recent Updates](#)
- > [Browse All Records](#)

Contact Information

- > [For Help: Federal Service Desk](#)

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 12th day of July 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment for the Angel Lane Project:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2045	84200	PW-Design & Construction	Other Contracts		5,000.00

Done this 12th day of July, 2012.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Absent
 Skip Elkin
 District II Commissioner



Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
801 E. WALNUT ROOM 315 COLUMBIA, MO 65201-7730
(573) 886-4480 FAX (573) 886-4340

STAN SHAWVER, DIRECTOR

PLANNING – INSPECTIONS – ENGINEERING

DERIN CAMPBELL, PE; CHIEF ENGINEER

To: County Commission

From: Resource Management

Date: June 21, 2012

Re: Old Revenue Sharing Funds – City of Ashland

Following discussion with June Pitchford, Boone County Auditor and C.J. Dykhouse, Boone County Counselor; it was determined the attached budget amendment & journal entry are necessary to maintain accurate records of Revenue Sharing Funds previously granted. This money was originally approved as \$60,000 in 2009 and \$40,000 in 2010; both to be used to widen Henry Clay Blvd. The Henry Clay project has been abandoned in favor of doing a joint project with Boone County to repair and improve Angel Lane; resulting in ownership and all maintenance of Angel Lane being passed to the City of Ashland. When the entire Sales Tax Distribution program was revamped, the City of Ashland was established as a formula entity and they no longer receive funds through the application process.

A reallocation request has been received from the City of Ashland to make the above project change. The 2009 & 2010 encumbrances have been closed to allow for appropriation of the money for this budget amendment. Because testing must be completed before a good project cost estimate can be developed \$5000 is being secured now to conduct the testing and the balance of \$95,000 is being earmarked for this Angel Lane project in the reserved fund balance.

Upon Commission approval of the budget amendment a new cooperative agreement and encumbrance will be prepared reflecting the commitment to the new project for Angel Lane.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 12th day of July 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to reallocate prior years' funds for projects that have not been completed in Hallsville:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2049	84200	PW-Administration	Other Contracts		125,000.00

Done this 12th day of July, 2012.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller

Karen M. Miller
 District I Commissioner

Absent

Skip Elkin
 District II Commissioner

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

RECEIVED

6/27/12
EFFECTIVE DATE

JUN 27 2012
BOONE COUNTY AUDITOR

FOR AUDITORS USE

(Use whole \$ amounts)
Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2049	84200	PW-Adminstration	Other Contracts		125,000
				-	125,000

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

This is a reallocation of prior years funds made available by closing PO #'s 2008-82 & 2009-60 funds that were granted for projects that were not completed. This is for the City of Hallsville which is now a formula entity in the Sales Tax Distribution group.

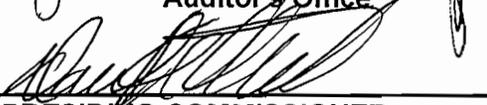

Requesting Official

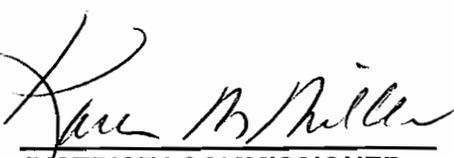
To: County Clerk's Office
Comm Order # 3502012

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendm.
- A fund-solvency schedule is attached.
- Comments:

Return to Auditor's Office
Please do not remove staple.
Agenda

cey

PRESIDING COMMISSIONER


DISTRICT I COMMISSIONER

Absent
DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. NOTE: The 10-day period may not be waived.
- The Budget Amendment may not be approved prior to the Public Hearing.

Boone County Road & Bridge Project Reallocation Request

Date: June 15, 2012

Name of Entity: City of Hallsville

Project Name: Street Improvement Project

Explanation of the project and resulting improvement:

To overlay streets with wedging, undertake subgrade and 2" of overlay. This is to complete 2 past project applications that were not started and would lose the funds that had been applied for 2008 - \$65,000, 2009- \$60,000.

Total Estimated Cost of Project: \$128,037.00

Amount of allocation requested to Complete Project: \$125,000.00

Other Funding Sources Available: Balance to come from annual sales tax distribution.

Will the project be completely funded for the applicable fiscal year? X yes no

If no, please give a brief explanation: The proposed plan is to submit the project for bid immediately and complete by August of this year.

Entity contact Person, address, and day time phone:

City Administrator: Joe R. Smith, 202 E Hwy 124, Hallsville, Mo 65255 Ph# 573-696-3885

Please return to Boone County Resource Management, Attn: Kelly Westcott, 801 E Walnut St., Rm. 315, Columbia, Mo 65201 by January 31st to be considered for the next fiscal year's budget. Please attach any additional documentation, (maps, estimates, plans, etc) that will aid in the review of your application.

Please DO NOT send or drop-off to any other office or location as this may result in a delay of the review of your application. First consideration will be given to applications received by the deadline.

	Cost	Balance
Beginning Balance		\$163,842.99
Phase I		
Wesley	\$25,115.00	\$138,727.99
Elizabeth	\$42,263.00	\$96,464.99
Meadow Ln	\$51,284.00	\$45,180.99
E. Brown	<u>\$ 9,375.04</u>	\$35,805.95
	\$128,037.04	

PHASE 1 - STREET PROJECT BID SHEET

Name of Street <u>E. Brown</u>	Length <u>306'</u>	Width <u>18'</u>
wedging ¼" average @ \$10.00 LFT	Length <u>306'</u>	Cost <u>\$3,060</u>
Repair unstable & Subgrade 1 Sq Yd @ \$50 Sq Yd	<u>5</u>	Cost <u>\$250.00</u>
Striping \$2 Ln Ft	Length <u>na</u>	Cost
Joint Milling 30" @ \$10 Ln Ft Total	Length <u>30'</u>	Cost <u>\$300.00</u>
Joint Milling 18" @ \$5 Ln Ft Total	Length <u>30'</u>	Cost <u>\$150.00</u>
2" over lay 19"-22" width \$23Ln Ft	Length <u>na</u>	Cost
17"-18" width \$18.84 Ln Ft	Length <u>306'</u>	Cost <u>\$5,765.04</u>
14"-16" width \$16.72 Ln Ft	Length <u>na</u>	Cost
Total Cost		\$9375.04

NOTES: 1 manhole – 1 mill cut

STREET PROJECT BID SHEET

Name of Street <u>Wesley Ave.</u>	Length <u>680'</u>	Width <u>22'</u>
wedging ¼" average @ \$10.00 LFT	Length <u>680'</u>	Cost <u>\$6,800</u>
Repair unstable & Subgrade 1 Sq Yd @ \$50 Sq Yd	<u>10</u>	Cost <u>\$500.00</u>
Striping \$2 Ln Ft	Length <u>na</u>	Cost
Joint Milling 30" @ \$10 Ln Ft Total	Length <u>60' 40' 45'</u>	Cost <u>\$1450</u>
Joint Milling 18" @ \$5 Ln Ft Total	Length <u>60' 40' 45'</u>	Cost <u>\$725</u>
2" over lay 19"-22" width \$23Ln Ft	Length <u>680'</u>	Cost <u>\$15,640</u>
17"-18" width \$18.84 Ln Ft	Length _____	Cost
14"-16" width \$16.72 Ln Ft	Length _____	Cost
Total Cost		\$26,119.12

NOTES: 3 mill cut and no man holes

STREET PROJECT BID SHEET

Name of Street	<u>Meadow Lane</u>	Length	<u>1508'</u>	Width	<u>21'</u>
wedging ¼" average @ \$10.00 LFT		Length	<u>1508'</u>	Cost	<u>\$15,080</u>
Repair unstable & Subgrade 1 Sq Yd @ \$50 Sq Yd			<u>7</u>	Cost	<u>\$350.00</u>
Striping \$2 Ln Ft		Length	<u>na</u>	Cost	
Joint Milling 30" @ \$10 Ln Ft Total		Length	<u>24' 43' 50'</u>	Cost	<u>\$1170.00</u>
Joint Milling 18" @ \$5 Ln Ft Total		Length	<u>24' 43' 50'</u>	Cost	<u>\$585.00</u>
2" over lay 19"-22" width \$23Ln Ft		Length	<u>1508'</u>	Cost	<u>\$34,684.00</u>
		17"-18" width \$18.84 Ln Ft	<u> </u>	Cost	
		14"-16" width \$16.72 Ln Ft	<u> </u>	Cost	
				Total Cost	\$51,284.00

NOTES: 3 mill cuts, no manholes

STREET PROJECT BID SHEET

Name of Street	<u>Elizabeth St</u>	Length	<u>1221'</u>	Width	<u>20'</u>
wedging ¼" average @ \$10.00 LFT		Length	<u>1221'</u>	Cost	<u>\$12,210.00</u>
Repair unstable & Subgrade 1 Sq Yd @ \$50 Sq Yd			<u>7</u>	Cost	<u>\$350.00</u>
Striping \$2 Ln Ft		Length	<u>na</u>	Cost	
Joint Milling 30" @ \$10 Ln Ft Total		Length	<u>162'</u>	Cost	<u>\$1,620.00</u>
Joint Milling 18" @ \$5 Ln Ft Total		Length	<u>44' 68' 50'</u>	Cost	<u>\$810.00</u>
2" over lay 19"-22" width \$23Ln Ft		Length	<u>1221'</u>	Cost	<u>\$28,083</u>
		17"-18" width \$18.84 Ln Ft	<u> </u>	Cost	
		14"-16" width \$16.72 Ln Ft	<u> </u>	Cost	
				Total Cost	\$42,263.00

NOTES: 3 man holes, 3 mill cuts

