

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned

Term. 20 14

In the County Commission of said county, on the 27th day of February 20 14

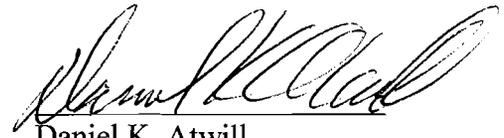
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Agreement between Boone County and the City of Columbia regarding the sharing of costs associated with 2014 Pavement Preservation Projects. The terms of the agreement are stipulated in the attached Cooperative Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Cooperative Agreement.

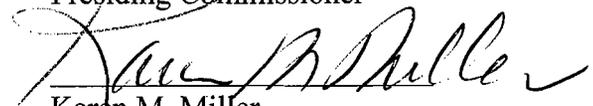
Done this 27th day of February, 2014.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

**BOONE COUNTY AND CITY OF COLUMBIA  
ROAD MAINTENANCE COOPERATIVE AGREEMENT**

**2014 Pavement Preservation Projects**

**THIS AGREEMENT** is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri (hereinafter “Boone County”), and the City of Columbia, Missouri, a political subdivision of the State of Missouri (hereinafter “City”).

**WHEREAS**, County and City desire to cooperate with each other on the maintenance of certain roadways in which both County and City have certain maintenance obligations; and

**WHEREAS**, the parties are authorized pursuant to the provisions of RSMo §70.220 to enter into this cooperative agreement; and

**WHEREAS**, cooperation between the parties for the purposes herein stated is intended to benefit each through the containment and reduction of associated costs as well as provide for the preservation and maintenance of the impacted roadways.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and representations in this agreement, the parties agree as follows:

1. **PURPOSE**: The purpose of this agreement is to formalize the understanding between the parties regarding the sharing of costs associated with pavement preservation work to be done as part of the 2014 construction season.
2. **SHARED MAINTENANCE OBLIGATIONS**: Currently, Boone County is responsible for the maintenance of all of the roads referenced herein, as part of its road system, except that the City is responsible for a one half interest in maintenance responsibilities for those portions of the roads adjacent to property annexed into the City of Columbia. Said shared maintenance obligations are depicted in the Exhibits attached hereto and incorporated herein by reference.
3. **LOCATION**:  
The locations of the shared cost projects can be found on the attached maps, which are incorporated herein by reference.
4. **WORK CONTEMPLATED**: Boone County will perform, with its own forces or through a contractor, application of road oil, application of Osage River rock, Iron Mountain Trap Rock, or like aggregate, sweeping, and other associated preparatory work to complete the 2014 Preservation Chip Seal projects. Boone County will, through a contractor, perform Fog Seal treatments using GSB-88 or other sealant. Some roads, as shown in the below tables, will receive both a Preservation Chip Seal and a Fog Seal. Boone County will through a contractor perform the asphalt overlay treatment.

86-2014

5. COST: The costs for the Preservation Chip Seal projects, the Fog Seal projects, and the asphalt overlay project were calculated based on the surface area of pavement to be treated in areas of responsibility for each party and are summarized below.

2014 Preservation Chip Seal Projects					
Road Name	Total Square Yards	City Qty	County Qty	Unit Cost	City Cost
Bethel Ln	2,675	615	2,060	\$1.80	\$1,107.00
Grace Ln	4,460	2,230	2,230	\$1.80	\$4,014.00
Old Mill Creek Rd	11,102	3,997	7,105	\$1.80	\$7,194.60
Richland Rd 1	22,780	3,189	19,591	\$1.80	\$5,740.20
St. Charles Rd	7,616	3,465	4,151	\$1.80	\$6,237.00
Georgetown Dr	12,106	847	11,259	\$1.80	\$1,524.60
<b>Total</b>					<b>\$25,817.40</b>

2014 Fog Seal Projects					
Road Name	Total Square Yards	City Qty	County Qty	Unit Cost	City Cost
Bethel Ln	2,675	615	2,060	\$1.00	\$615.00
Grace Ln	4,460	2,230	2,230	\$1.00	\$2,230.00
Old Mill Creek Rd	11,102	3,997	7,105	\$1.00	\$3,997.00
Richland Rd 1	22,780	3,189	19,591	\$1.00	\$3,189.00
Richland Rd 2	12,117	1,575	10,542	\$1.00	\$1,575.00
St. Charles Rd	7,616	3,465	4,151	\$1.00	\$3,465.00
Georgetown Dr	12,106	847	11,259	\$1.00	\$847.00
<b>Total</b>					<b>\$15,918.00</b>

2014 Asphalt Overlay Projects					
Road Name	Total Square Yards	City Qty	County Qty	Unit Cost	City Cost
Wellington Dr	8,864	1,108	7,756	\$ 8.25	\$9,141.00
<b>Total</b>					<b>\$9,141.00</b>

2014 Cost Summary:

\$ 25,817.40	Preservation Chip Seal
\$ 15,918.00	Fog Seal
\$ 9,141.00	Asphalt Overlay
<u>          </u>	
Total \$ 50,876.40	+ 10% Contingency = \$ 55,964.04

**TOTAL COST TO CITY NOT TO EXCEED \$ 56,000.00**

6. Method of Payment:

(a) For the Preservation Chip Seal, Fog Seal, and Asphalt Overlay projects. County shall bill City for the estimated costs as set forth in Section 5 upon County's completion of each individual road project. City shall pay County within thirty (30) days.

86-2014

(b) Significant difference between estimated material costs and costs of actual material used. The Parties agree that the costs associated with the Projects in Section 5 are based upon estimated cost of the materials used in the Projects. Final measurements will not be made, unless the actual material used indicates significant difference from estimated quantities. If a change in this amount is made, the Party making the change will notify the other Party. The Party owing money to the other Party shall pay the amount due within thirty (30) days.

7. AUTHORITY: The individuals signing this agreement below certify that they have obtained the appropriate authority to execute this agreement on behalf of the respective parties.

**[SIGNATURES ON THE FOLLOWING PAGES]**

86-2014

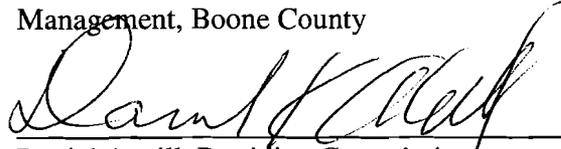
**IN WITNESS WHEREOF** the parties through their duly authorize representatives have executed this agreement effective as of the date of the last party and execute the same.

Executed by Boone County this 27<sup>th</sup> day of February, 2014.

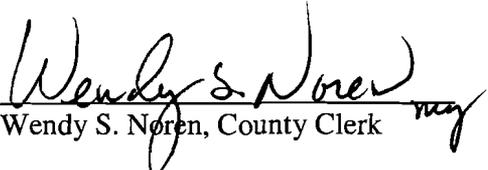
Executed by the City of Columbia this \_\_\_ day of \_\_\_, 2014.

**BOONE COUNTY, MISSOURI**

By:   
Stan Shawver, Director of Resource Management, Boone County

By:   
Daniel Atwill, Presiding Commissioner

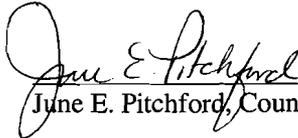
ATTEST:

  
Wendy S. Noren, County Clerk

APPROVED AS TO FORM:

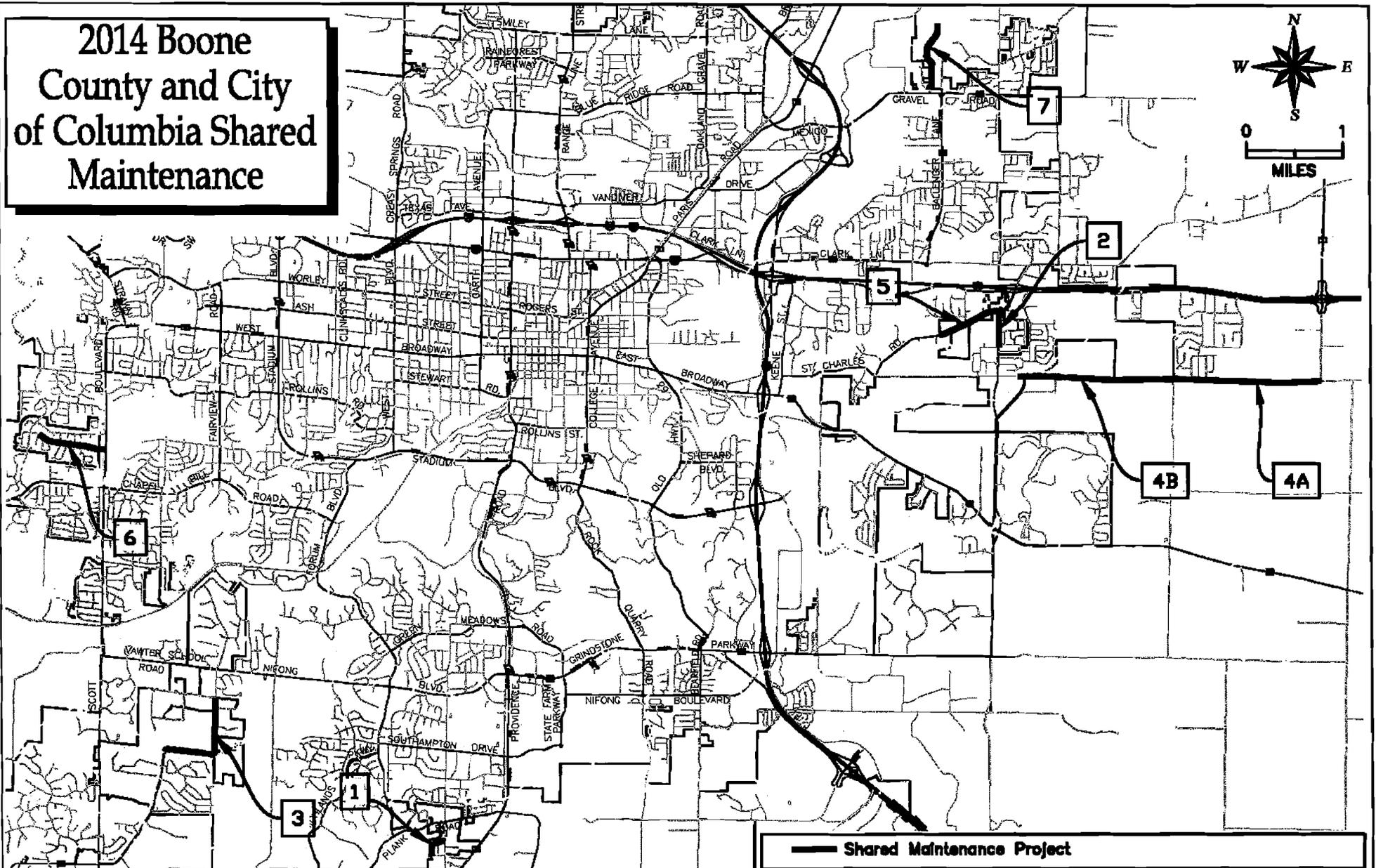
  
C.J. Dykhouse, County Counselor

**Boone County Auditor Certification:** I hereby certify that a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation 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.)

 *No Encumbrance Required Revenue Cert*  
June E. Pitchford, County Auditor 2/19/14  
Date



# 2014 Boone County and City of Columbia Shared Maintenance



## 2014 Pavement Preservation Projects

- |   |  |
|---|--|
| 1) BETHEL LANE - CHIP SEAL AND FOG SEAL       | 4B) RICHLAND ROAD - FOG SEAL                 |
| 2) GRACE LANE - CHIP SEAL AND FOG SEAL        | 5) ST. CHARLES ROAD - CHIP SEAL AND FOG SEAL |
| 3) OLD MILL CREEK RD - CHIP SEAL AND FOG SEAL | 6) GEORGETOWN DRIVE - CHIP SEAL AND FOG SEAL |
| 4A) RICHLAND ROAD - CHIP SEAL AND FOG SEAL    | 7) WELLINGTON DRIVE - ASPHALT OVERLAY        |

Bethel Ln = 2,675 sy  
 City = 615 sy (23%)  
 County = 2,060 sy (77%)

Project Start

E Poplar Hill Dr

S Bethel Ln

S Hilltop Dr

S Bethel Church Rd

Project Stop

W Brookside Ln

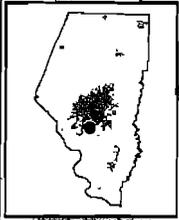
 City Limits

Project Portion Owned By:

 City

 County

 Shared



2014 Pavement Preservation  
 Shared Cost Projects  
 Bethel Ln - PCS & Fog Seal



Boone County  
 Resource Management  
 BOONE COUNTY  
 GOVERNMENT CENTER

801 E. WALNUT ROOM 315  
 COLUMBIA, MO 65201-7730  
 (573) 886-4480 FAX (573) 886-4340



Grace Ln = 4,460 sy  
 City = 2,230 sy (50%)  
 County = 2,230 sy (50%)



2014 Pavement Preservation  
 Shared Cost Projects  
 Grace Ln - PCS & Fog Seal



**Boone County**  
**Resource Management**  
 BOONE COUNTY  
 GOVERNMENT CENTER

801 E. WALNUT ROOM 315  
 COLUMBIA, MO 65201-7730  
 (573) 886-4480 FAX (573) 886-4340



Old Mill Creek Rd = 11,102 sy  
 City = 3,997 sy (36%)  
 County = 7,105 sy (64%)



 City Limits  
**Project Portion Owned By:**  
 City  
 County  
 Shared

**2014 Pavement Preservation  
 Shared Cost Projects**  
*Old Mill Creek Rd - PCS & Fog Seal*

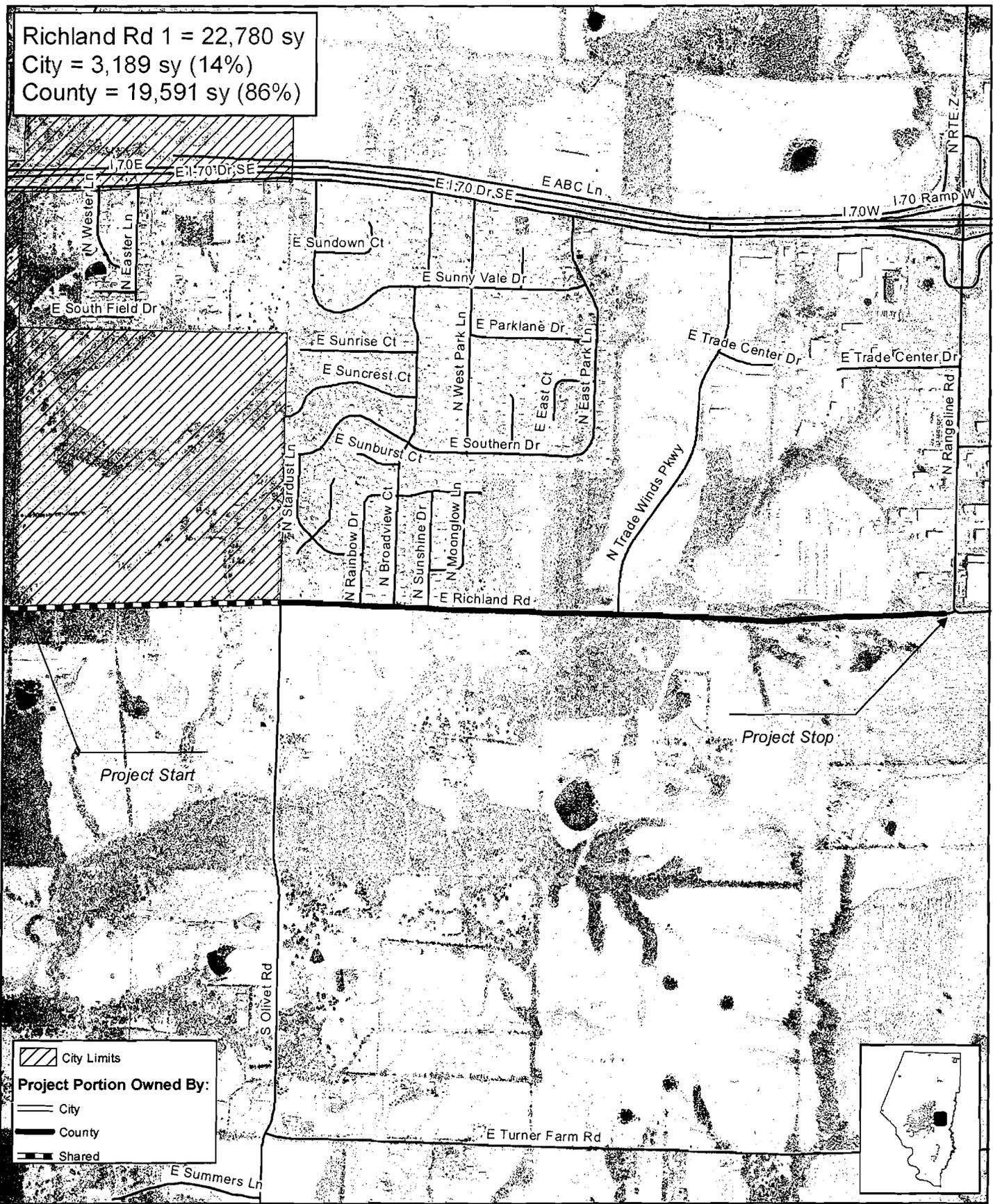


**Boone County  
 Resource Management**  
 BOONE COUNTY  
 GOVERNMENT CENTER

801 E. WALNUT ROOM 315  
 COLUMBIA, MO 65201-7730  
 (573) 886-4480 FAX (573) 886-4340



Richland Rd 1 = 22,780 sy  
 City = 3,189 sy (14%)  
 County = 19,591 sy (86%)



2014 Pavement Preservation  
 Shared Cost Projects  
 Richland Rd 1 - PCS & Fog Seal

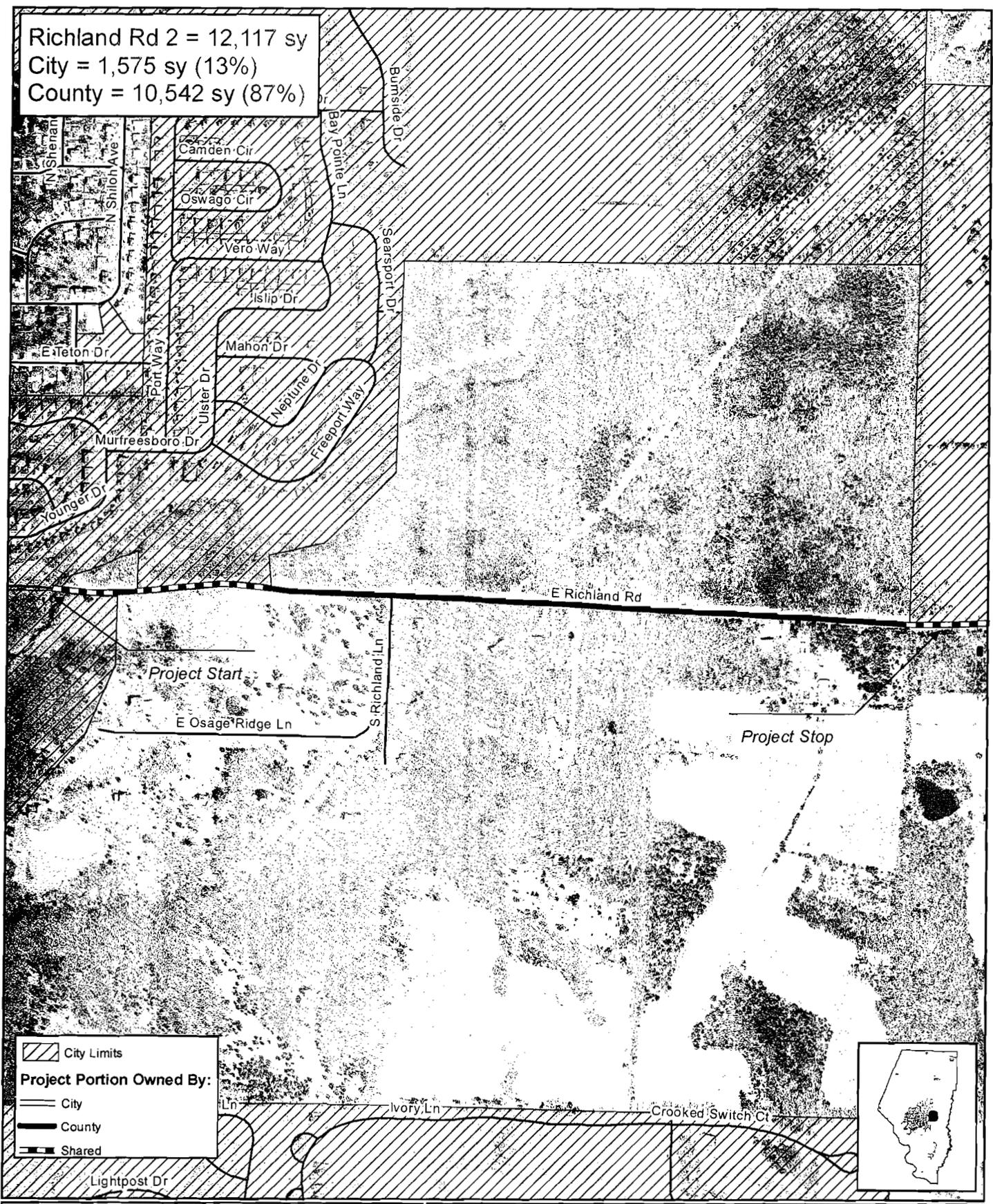


Boone County  
 Resource Management  
 BOONE COUNTY  
 GOVERNMENT CENTER

801 E. WALNUT ROOM 315  
 COLUMBIA, MO 65201-7730  
 (573) 886-4480 FAX (573) 886-4340



Richland Rd 2 = 12,117 sy  
 City = 1,575 sy (13%)  
 County = 10,542 sy (87%)



 City Limits  
**Project Portion Owned By:**  
 City  
 County  
 Shared

2014 Pavement Preservation  
 Shared Cost Projects  
 Richland Rd 2 - Fog Seal

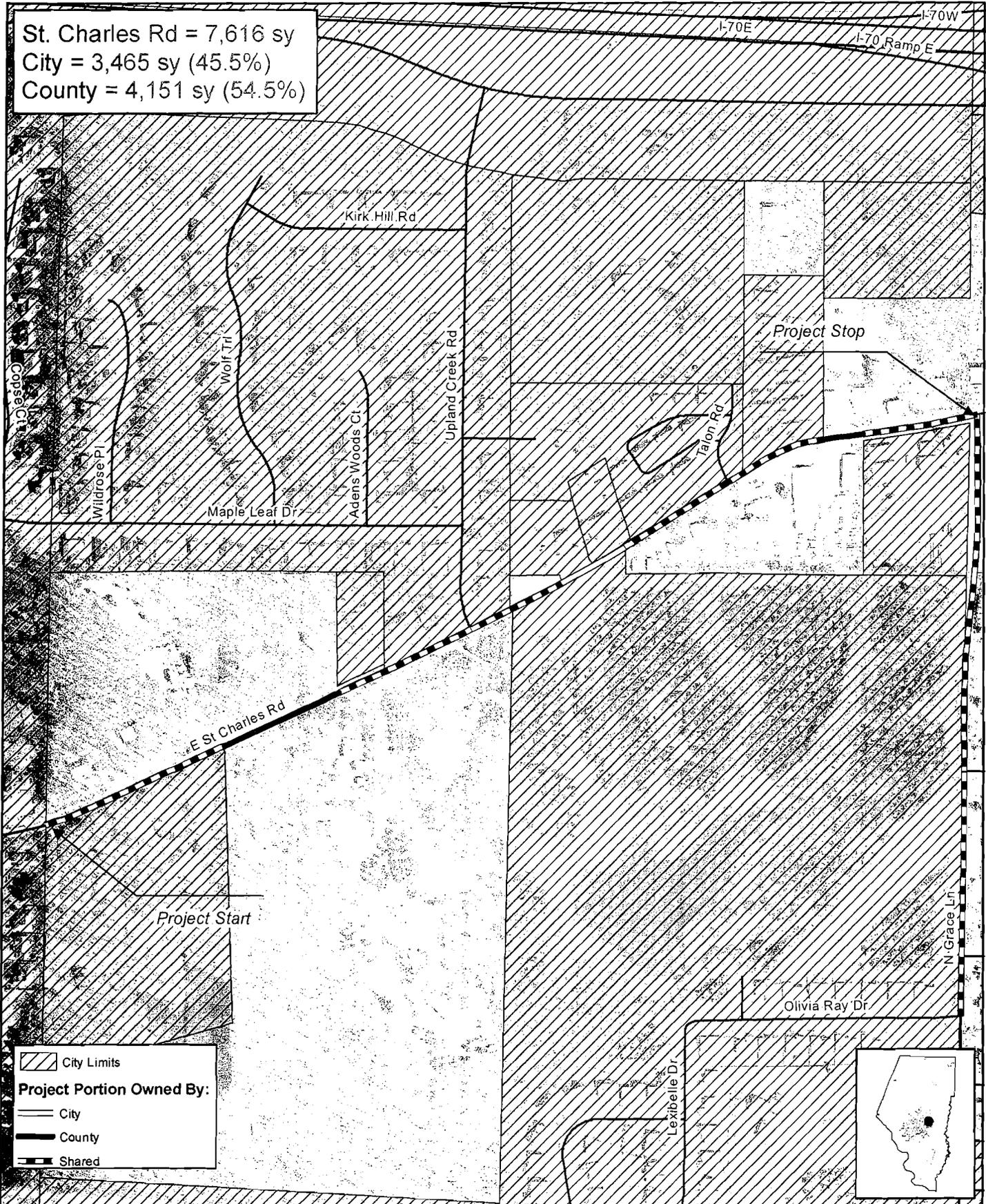


**Boone County**  
 Resource Management  
 BOONE COUNTY  
 GOVERNMENT CENTER

801 E WALNUT ROOM 315  
 COLUMBIA, MO 65201-7730  
 (573) 886-4480 FAX (573) 886-4340



St. Charles Rd = 7,616 sy  
 City = 3,465 sy (45.5%)  
 County = 4,151 sy (54.5%)



2014 Pavement Preservation  
 Shared Cost Projects  
 St. Charles Rd - PCS & Fog Seal

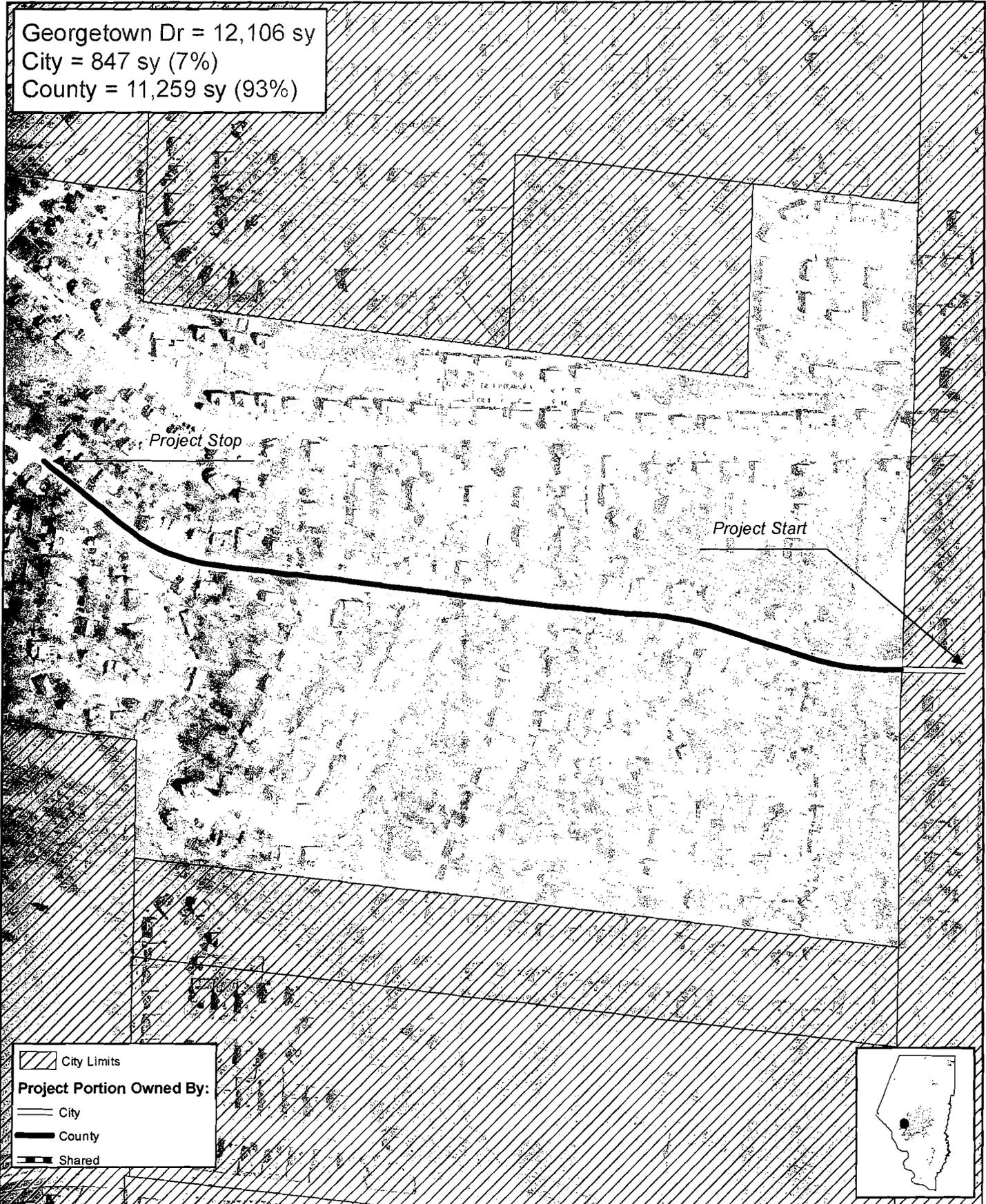


**Boone County**  
**Resource Management**  
 BOONE COUNTY  
 GOVERNMENT CENTER

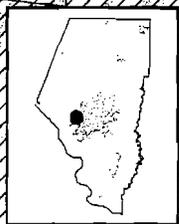
801 E WALNUT ROOM 315  
 COLUMBIA, MO 65201-7730  
 (573) 886-4480 FAX (573) 886-4340



Georgetown Dr = 12,106 sy  
 City = 847 sy (7%)  
 County = 11,259 sy (93%)



City Limits  
 Project Portion Owned By:  
 City  
 County  
 Shared



2014 Pavement Preservation  
 Shared Cost Projects  
 Georgetown Dr - PCS & Fog Seal



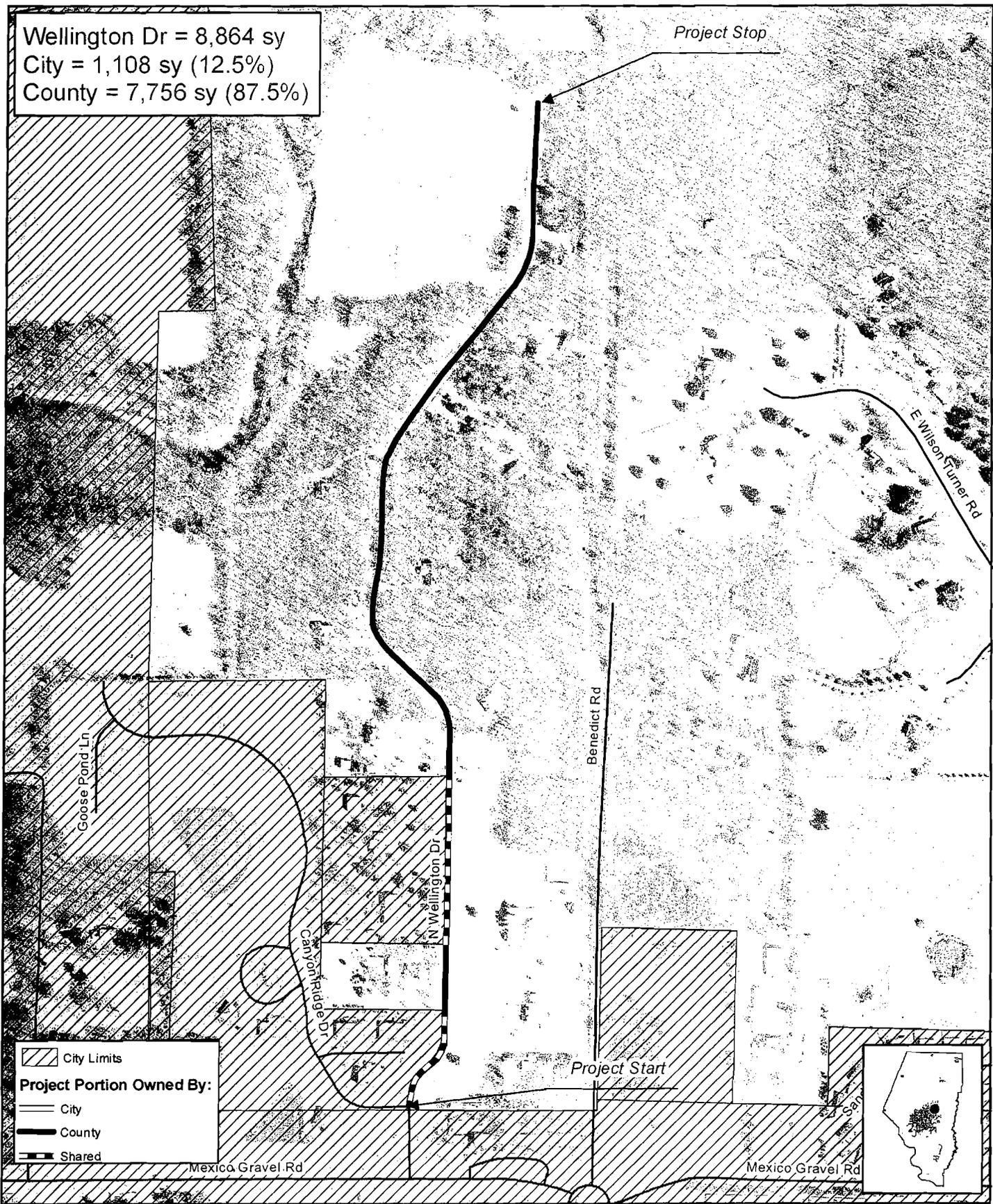
Boone County  
 Resource Management  
 BOONE COUNTY  
 GOVERNMENT CENTER

801 E. WALNUT ROOM 315  
 COLUMBIA, MO 65201-7730  
 (573) 886-4480 FAX (573) 886-4340



Wellington Dr = 8,864 sy  
 City = 1,108 sy (12.5%)  
 County = 7,756 sy (87.5%)

Project Stop



City Limits  
 Project Portion Owned By:  
 City  
 County  
 Shared

2014 Pavement Preservation  
 Shared Cost Projects  
 Wellington Dr - Overlay



Boone County  
 Resource Management  
 BOONE COUNTY  
 GOVERNMENT CENTER

801 E. WALNUT ROOM 315  
 COLUMBIA, MO 65201-7730  
 (573) 886-4480 FAX (573) 886-4340



87-2014

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned

Term. 20 14

In the County Commission of said county, on the 27th day of February 20 14

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

Now on this day the County Commission of the County of Boone does hereby accept the attached Performance Bond from Cincinnati Insurance Company on behalf of Streams Edge Properties LLC for the Dayton Freight Trade Winds project located at 555 N. Trade Winds Parkway, Columbia, MO.

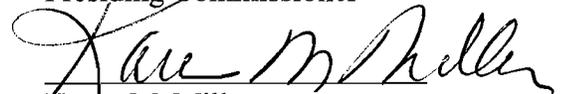
Done this 27th day of February, 2014.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner



# Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER  
801 E. WALNUT ROOM 315 COLUMBIA, MO 65201-7730  
(573) 886-4330 FAX (573) 886-4340

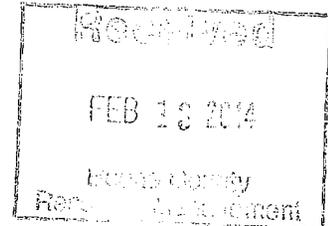
STAN SHAWVER, DIRECTOR

PLANNING - INSPECTIONS - ENGINEERING

DERIN CAMPBELL, CHIEF ENGINEER

January 29, 2014

Bill Plesich  
Renier Construction  
2164 Citygate Drive  
Columbus, OH 43219

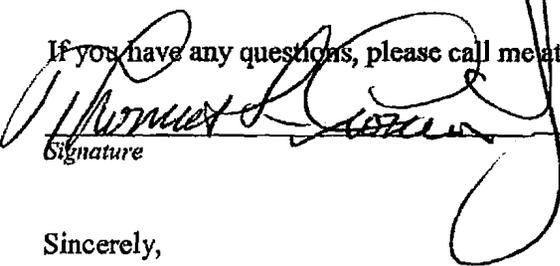


Dear Mr. Plesich,

Enclosed you will find the Performance Bond for the Dayton Freight Trade Winds Parkway project, confirming Streams Edge Properties, LLC (hereinafter Owner) will be complying with the terms of the Boone County Land Disturbance Permit 1241, Stormwater Pollution Prevention Plan, approved Erosion and Sediment Control Plans dated 9/3/13, and Boone County Stormwater Ordinance. Please note once the project is completed to Boone County's satisfaction, the bond will be released to Owner. In the event of a default, Boone County may use the bond to comply with the stormwater regulations.

Please have Owner read, sign, seal and return the enclosed Performance Bond, this letter signifying Owner understands the terms of this agreement, and an executed commitment to complete certificate from The Cincinnati Insurance Company, and return to me at Boone County Resource Management, 801 E. Walnut, Room 315, Columbia, MO 65201. I have also enclosed the Erosion and Sediment Control Cost Analysis Worksheet for your files.

If you have any questions, please call me at 573-886-4330. I look forward to working with you.

  
Signature

2-10-14  
Date

Sincerely,

Nicki Fuemmeler  
Stormwater Coordinator

Enclosures: Performance Bond  
Erosion and Sediment Control Cost Analysis

CC: Stan Shawver, Director Resource Management  
CJ Dykhouse, Boone County Counselor

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,  
**Stream's Edge Properties, LLC, 6450 Poe Ave, Ste. 311, Dayton, OH 45414**

---

as Principal, hereinafter called Contractor, and The Cincinnati Insurance Company, P.O. Box 145496,  
Cincinnati, OH 45250-5496

---

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

---

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 Boone County, in the amount of \$73,983.00 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 procured a Land Disturbance Permit LD 1241 from the County of Boone

**Project Name: Dayton Freight Trade Winds Parkway, Trade Winds Parkway, Columbia, MO 65201**

and, as a condition of said Land Disturbance Permit, has agreed to comply with the terms of the filed Stormwater Pollution Prevention Plan (SWPPP), the Erosion and Sediment Control Plans (ESC), and the provisions of the Stormwater Ordinance of Boone County, Missouri, passed by the Boone County Commission in Commission Order 48-2010 on or about February 2, 2010, all of which is by reference made a part hereof, and is hereinafter referred to as the Stormwater Regulations.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform the project in compliance with said Stormwater Regulations, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Boone County may, in the event of a default, exercise its options herein as against surety to complete any required work to comply with the Stormwater Regulations within the time or within the manner as required by said regulations.

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

Whenever Contractor shall be, and declared by Boone County to be, in default under the Stormwater Regulations, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the work required by the applicable Stormwater Regulations in accordance with their terms and conditions, or
- 2) Obtain a bid for submission to Boone County for completing the work required by the Stormwater Regulations in accordance with its terms and conditions, and upon determination by Boone County and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Boone County, and make available as work progresses sufficient funds to pay the cost of completion, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

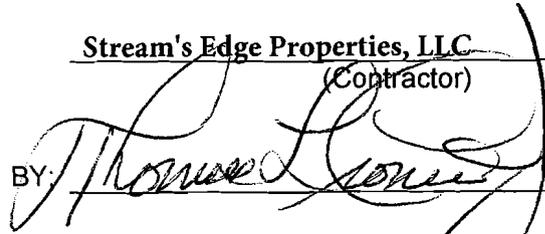
Any suit under this bond must be instituted before the expiration of two (2) years from the date on which the final construction activity contemplated under the Stormwater Regulations is actually completed on the subject site, or by October 28, 2015, whichever is later.

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

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

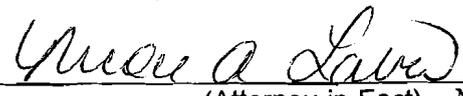
Dayton, OH on this 31st day of January, 20 14.

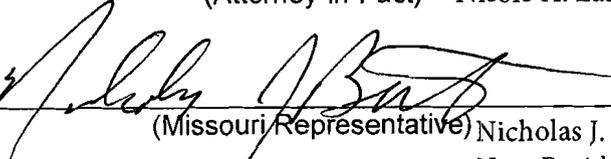
(SEAL)

Stream's Edge Properties, LLC  
(Contractor)  
BY: 

The Cincinnati Insurance Company  
(Surety Company)

(SEAL)

BY:   
(Attorney-in-Fact) Nicole A. Laber

BY:   
(Missouri Representative) Nicholas J. Bertke,  
Non-Resident Agent

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

Surety Contact Name: The Cincinnati Insurance Company

Phone Number: 513-870-2000

Address: P.O. Box 145496

Cincinnati, OH 45250-5496

License No. 0135769

State of Missouri  
Insurance License

NPN: 510822

*NICHOLAS J BERTKE*

LICENSE TYPE

LINES OF AUTHORITY

LICENSE  
EFFECTIVE EXPIRATION  
DATE DATE

Producer

Property

12/27/1994

12/27/2014

Casualty

12/27/1994



**NICHOLAS J BERTKE**  
BROWER INSURANCE AGENCY LLC  
409 E MONUMENT AVE STE 400  
DAYTON OH 45402-1482

State of Missouri  
Insurance License

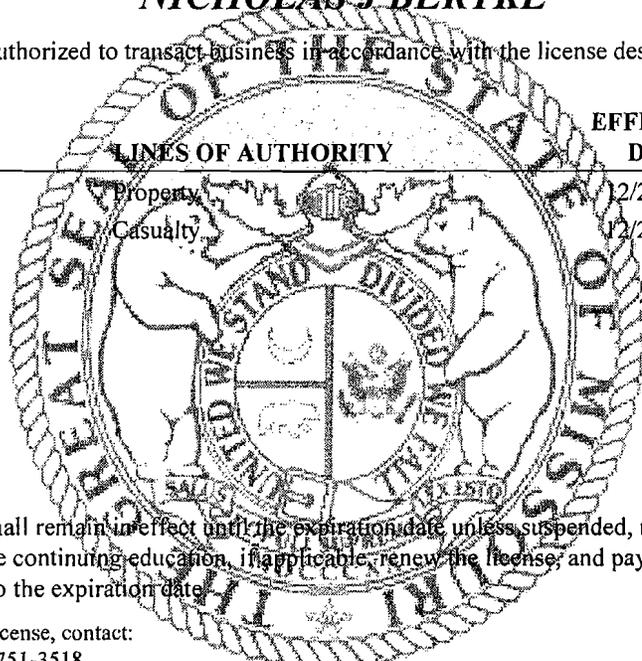
License No: 0135769

NPN: 510822

*NICHOLAS J BERTKE*

Is hereby authorized to transact business in accordance with the license description below:

LICENSE TYPE	LINES OF AUTHORITY	EFFECTIVE DATE	LICENSE EXPIRATION DATE
Producer	Property Casualty	12/27/1994 12/27/1994	12/27/2014



This insurance license shall remain in effect until the expiration date unless suspended, revoked or forfeited. The individual must complete continuing education, if applicable, renew the license, and pay fees as required by Missouri Statutes prior to the expiration date.

For questions regarding a license, contact:  
MO DIFP - Insurance 573-751-3518  
or E-mail: [licensing@insurance.mo.gov](mailto:licensing@insurance.mo.gov)  
<http://www.insurance.mo.gov>



The Cincinnati Insurance Company • The Cincinnati Indemnity Company  
The Cincinnati Casualty Company • The Cincinnati Specialty Underwriters Insurance Company  
The Cincinnati Life Insurance Company

THE CINCINNATI INSURANCE COMPANY  
FINANCIAL STATEMENT  
DECEMBER 31, 2012

ASSETS

Cash	\$ 316,638,139
Bonds	4,860,002,716
Stocks	3,095,379,010
Agents Balance Receivable	1,244,309,297
All Other Admitted Assets	250,930,339
<b>TOTAL ADMITTED ASSETS</b>	<b><u>\$9,767,259,501</u></b>

LIABILITIES

Reserve for Losses and Loss Expense	\$3,696,774,342
Reserve for Unearned Premiums	1,723,597,502
All Other Liabilities	433,289,679
Capital	\$ 3,586,355
Surplus	3,910,011,623
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>3,913,597,978</u></b> <b><u>\$9,767,259,501</u></b>

State of Ohio  
County of Butler

Theresa A. Hoffer, Treasurer of The Cincinnati Insurance Company, being duly sworn for herself, deposes and says that she is the above described officer of the said company and that the above Financial Statement as of December 31, 2012 is true and correct to the best of her knowledge and belief.

Theresa A. Hoffer  
Treasurer

Subscribed and sworn before me this 25<sup>th</sup> day of February, 2013.



Jennifer L. Scheid  
Notary Public, State of Ohio  
My Commission Expires 01-16-2016

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint Katherine J. Mahaffy; David E. Griffin; Chris M. McAtee; Nicholas J. Bertke; Nicole A. Laber; Jennifer L. Salm; Amanda L. Morris; Jeffery A. Lightner; Phyllis Jacobson; Lisa Dawson-Knight; Juliann E. Wahlenmaier and/or Debra D. Brummett

of Dayton and Columbus, Ohio its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



THE CINCINNATI INSURANCE COMPANY

Signature of Scott R. Bolen

Vice President

STATE OF OHIO ) ss:
COUNTY OF BUTLER )

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 31st day of January, 2014



Signature of Scott R. Bolen

Assistant Secretary

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned

Term. 20 14

In the County Commission of said county, on the 27th day of February 20 14

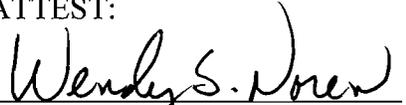
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Missouri Department of Transportation Cooperative Contract 3-131120TV to purchase one (1) Ford F250 4x4 Regular Cab Pickup Truck from Joe Machens Ford, Inc. of Columbia, MO.

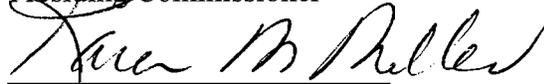
The terms of this Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 27th day of February, 2014.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
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, CPPB  
**DATE:** February 19, 2014  
**RE:** Cooperative Contract: 3-131120TV – Ford F250 4X4 Regular Cab Pickup Truck for Sheriff Department

Purchasing and the Sheriff Department request permission to utilize the Missouri Department of Transportation cooperative contract 3-131120TV – *Medium Duty Vehicles* with Joe Machens Ford, Inc. of Columbia, Missouri to purchase one (1) Ford F250 4x4 Regular Cab Pickup Truck.

Total cost of contract is \$23,977.00 and will be paid from department 1256 – Sheriff/Corrections Building HK/Maintenance, account 92400 – Replacement Auto / Trucks. \$23,980 was budgeted for this vehicle.

**cc:** Chard Martin, Sheriff Dept.  
Contract File

**PURCHASE AGREEMENT  
FOR  
(1) New 2014 Ford F250 4X4 Regular Cab Pickup Truck  
for the Boone County Sheriff Department**

**THIS AGREEMENT** dated the 2<sup>TH</sup> day of February 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Joe Machens Ford, Inc.**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for one (1) new 2014 Ford F250 4X4 Regular Cab Pickup Truck in compliance with all bid specifications and any addendum issued for the Missouri Department of Transportation Contract 3-131120TV and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Missouri Department of Transportation Contract 3-131120TV and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

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

	<u>Qty.</u>	<u>Unit Price</u>	<u>Ext. Price</u>
2014 Ford F250 4X4 Regular Cab Pickup Truck – F2B 4 Wheel Drive, 6.2 V8 Engine, Standard Rear Axle 3.73, Automatic Transmission 6 Speed, Air Conditioning, LH & RH Manual Mirrors, All Season Tires plus spare, 10,000 GVWR, 8' Bed, 4 Wheel Anti Lock Brakes, Cruise Control & Tilt, Vinyl Flooring & Vinyl Seats	1	\$21,412.00	\$21,412.00
Option 4E/18B – Cab Steps	1	\$273.00	\$273.00
Option 4F/90L – Power Windows and Doors	1	\$763.00	\$763.00
Option 4I/X3E – Limited Slip Axle	1	\$333.00	\$333.00
Option 4K/52B – Brake Controller	1	\$196.00	\$196.00
Option 473 – Snow Plow Prep Pkg.	1	\$75.00	\$75.00
Option 96V – XL Value Pkg.	1	\$535.00	\$535.00
Option 17F – XL Décor Group	1	N/C	N/C
Option 4J/MF – Spray in Liner	1	\$390.00	\$390.00
<b>TOTAL</b>			<b>\$23,977.00</b>
Exterior Color: Green Gem Metallic			
Interior Color: Gray or Standard			

88-2014

3. **Delivery** - Vendor agrees to deliver vehicle(s) as set forth in the bid documents and within 110 days after receipt of order. Delivery shall be to Boone County Sheriff Department, Attn: Chad Martin, 2121 County Drive, Columbia, MO 65202.

4. **Title** - Title in the name of: Boone County Sheriff. Address: 613 E. Ash Street, Room 110, Columbia, MO 65201.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff Department, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202 and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products 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.

**JOE MACHENS FORD, INC.**

by *Felix Sellers*  
title *Fleet Mgr.*

**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

*J. Blum*  
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 jg* 02/20/14  
Signature Date

1256-92400 - \$23,977.00

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.

# JM JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

Feb 5, 2014

Boone County

Subject: Joe Machens Proposal on a 2014 Ford F250

To: Whom it May Concern;

As per the requested quote on a 2014 Ford F250, Joe Machens Ford proposes the following. The 2014 Ford F250 includes the factory standard options. This proposed unit also has the standard options from the MoDot Contract 3-131120TV and others as noted below.

**Item #4 Price - Dealer Code - Option**

\$21,412 – F2B – 2014 Ford F250 Reg Cab	All Season Tires plus spare
4 Wheel Drive	10,000 GVWR
6.2 V8 Engine	Trailer tow package and hitch
Standard Rear Axle 3.73	8' Bed
Automatic Transmission 6 speed	4 wheel anti lock brakes
Air Conditioning	Cruise control and Tilt
LH & RH Manual Mirrors	Vinyl Flooring & Vinyl Seats

**Included equipment from MoDot state contact:**

\$273 – 4E/18B – Cab Steps  
\$763 – 4F/90L – Power Windows and Doors  
\$333 – 4I/X3E – Limited Slip Axle  
\$196 – 4K/52B – Brake Controller  
\$75 – 473 – Snow Plow Prep Pkg  
\$535 – 96V – XL Value Pkg  
\$N/C – 17F – XL Décor Group  
\$390 – 4J/JMF – Spray in Liner

*dealer discounts 10%  
options*

**Total**

\$23,977

Joe Machens Ford appreciates your business and we look forward to servicing your needs in the future.

Any questions should be directed to Kelly Sells, Fleet Department Manager.

Thanks,



Kelly Sells  
Fleet Manager  
Joe Machens Ford  
573-445-4411  
ksells@machens.com





**Missouri Department of Transportation**  
**Bid Tabulation of Request 3-131120TV Medium Duty Vehicles**  
**Multiple Award**  
**ALL VENDORS ALLOW COOP PURCHASES**

**VENDOR INFORMATION**

**Name:** Blue Springs Ford  
**Contact name:** Mike Hilker  
**Address Line:** 3200 S Outer Road  
**Address Line:** Blue Springs, MO 64015  
**Telephone #:** 816-229-4400  
**Cellular Phone #:** 816-896-1474  
**Email address:** [mhilker@bluespringsford.com](mailto:mhilker@bluespringsford.com)

**Name:** Broadway Ford Truck  
**Contact name:** Terry Wojtowicz  
**Address Line:** 1506 S. 7th Street  
**Address Line:** St. Louis, MO 63104  
**Telephone #:** 314-206-3330  
**Cellular Phone #:** 314-412-9140  
**Email address:** [twojtowicz@broadwaytruck.com](mailto:twojtowicz@broadwaytruck.com)

**Name:** Capitol City Dodge Chrysler Jeep Ram  
**Contact name:** Jerry Dunn  
**Address Line:** 3201 Missouri Blvd  
**Address Line:** Jefferson City, MO 65109  
**Telephone #:** 573-893-5000  
**Cellular Phone #:** NA  
**Email address:** [jdunn@capitolcitycars.com](mailto:jdunn@capitolcitycars.com)

**Name:** Dave Sinclair Ford Inc.  
**Contact name:** Les Williams  
**Address Line:** 7466 S. Lindbergh  
**Address Line:** St. Louis, MO 63125  
**Telephone #:** 314-892-2600  
**Cellular Phone #:** 314-540-5266  
**Email address:** [lwilliams@davesinclair.com](mailto:lwilliams@davesinclair.com)

**Name:** Don Brown Chevrolet  
**Contact name:** Dave Helterbrand  
**Address Line:** 2244 S. Kingshighway  
**Address Line:** St. Louis, MO 63110  
**Telephone #:** 314-772-1400  
**Cellular Phone #:** 314-882-3058  
**Email address:** [dave@donbrownchevrolet.com](mailto:dave@donbrownchevrolet.com)

**Name:** Gem City Ford  
**Contact name:** Brian Frye  
**Address Line:** 5101 Broadway St.  
**Address Line:** Quincy, IL 62305  
**Telephone #:** 800-647-5475  
**Cellular Phone #:** 217-440-3266  
**Email address:** [bfrye@gemcityford.com](mailto:bfrye@gemcityford.com)

**Name:** Joe Machens Capital City Ford  
**Contact name:** Mike Rogers  
**Address Line:** 807 Southwest Blvd.  
**Address Line:** Jefferson City, MO 65109  
**Telephone #:** 573-634-4444  
**Cellular Phone #:** 573-694-1823  
**Email address:** [mrogers@machens.com](mailto:mrogers@machens.com)

**VENDOR INFORMATION**

**Name:** Joe Machens Ford  
**Contact name:** Kelly Sells  
**Address Line:** 1911 West Worley  
**Address Line:** Columbia, MO 65203  
**Telephone #:** 573-445-4411, ext. 119  
**Cellular Phone #:** NA  
**Email address:** [ksells@machens.com](mailto:ksells@machens.com)

**Name:** Lou Fusz Chrysler, Jeep & Dodge  
**Contact name:** Michael S. Benz  
**Address Line:** 3480 Highway K  
**Address Line:** O'Fallon, MO 63368  
**Telephone #:** 636-442-8129  
**Cellular Phone #:** 636-322-8059  
**Email address:** [mbenz@fusz.com](mailto:mbenz@fusz.com)

**Name:** Lou Fusz Ford  
**Contact name:** Andy Eldridge  
**Address Line:** #2 Caprice Dr.  
**Address Line:** Chesterfield, MO 63005  
**Telephone #:** 636-532-9955  
**Cellular Phone #:** 314-662-0055  
**Email address:** [andyeldridge@fusz.com](mailto:andyeldridge@fusz.com)

**Name:** Lou Fusz GMC  
**Contact name:** Brad A. Matheney  
**Address Line:** 10950 Page Ave.  
**Address Line:** St. Louis, MO 63132  
**Telephone #:** 314-595-2780  
**Cellular Phone #:** 314-565-0112  
**Email address:** [bradmatheney@fusz.com](mailto:bradmatheney@fusz.com)

**Name:** Putnam Chevrolet  
**Contact name:** Michael Nichols  
**Address Line:** 31304 Highway 87  
**Address Line:** California, MO 65018  
**Telephone #:** 573-796-2131  
**Cellular Phone #:** 573-301-2854  
**Email address:** [mike.nichols1928@gmail.com](mailto:mike.nichols1928@gmail.com)

**Name:** Republic Ford, Inc.  
**Contact name:** Steve Forrester  
**Address Line:** P.O. Box 700  
**Address Line:** Republic, MO 65738  
**Telephone #:** 417-732-2626  
**Cellular Phone #:** 417-350-5083  
**Email address:** [sforrester@republicford.com](mailto:sforrester@republicford.com)

**Name:** Roberts Chevrolet Buick  
**Contact name:** Dean J. Meier  
**Address Line:** 1600 E. Prairie View Road  
**Address Line:** Platte City, MO 64079  
**Telephone #:** 816-858-3200  
**Cellular Phone #:** 816-564-9678  
**Email address:** [fleet@robertscb.com](mailto:fleet@robertscb.com)



**Missouri Department of Transportation  
Bid Tabulation of Request 3-131120TV Medium Duty Vehicles**

**% Discount off MSRP for all Data Book or Pricing Guide Options**

<u>Vendor</u>	<u>% MSRP Discount</u>	<u>Body Equipment Provider</u>	<u>FOB Location/Terms For COOP Purchases</u>
Blue Springs Ford	10%	Knapheide Truck Equipment Companies	Blue Springs, MO
Broadway Ford Truck	10%	Knapheide Truck Equipment Companies	St. Louis, MO 63104
Capital City Dodge Chrysler Jeep Ram	10%	Knapheide Truck Equipment Companies	\$1.75/mile round trip
Dave Sinclair Ford	10%	Knapheide Truck Equipment Companies	\$.50/mile round trip to COOP entity
Don Brown Chevrolet	10%	Knapheide Truck Equipment Companies	2244 S. Kingshighway, St. Louis
Gem City Ford	10%	Knapheide Truck Equipment Companies	\$.55/mile round trip to COOP entity
Joe Machens Capitol City Ford	10%	Knapheide Truck Equipment Companies	Jefferson City, MO
Joe Machens Ford	10%	Knapheide Truck Equipment Companies	1911 W. Worley, Columbia, MO
Lou Fusz Chrysler Jeep & Dodge	NO BID	Knapheide Truck Equipment Companies	O'Fallon, MO
Lou Fusz Ford	5% (Item nos. 1-16); 10% (Item nos. 17-19)	Knapheide Truck Equipment Companies	Chesterfield, MO
Lou Fusz GMC	10%	Knapheide Truck Equipment Companies	10950 Page Ave., St. Louis, MO
Putnam Chevrolet	10%	Knapheide Truck Equipment Companies	\$1/mile round trip up to \$300
Republic Ford, Inc.	5%	Bus Andrews Equipment, Inc.	Republic, MO
Roberts Chevrolet Buick	10%	Knapheide Truck Equipment Companies	Platte City, MO + \$.50/mile
Shawnee Mission Ford	10%	Knapheide Truck Equipment Companies	Shawnee, KS
Columbia Freightliner	NO BID	Knapheide Truck Equipment Companies	Will deliver to your location.
Navistar	15% (Item nos. 13, 15 & 16-Terra Star); 20% (Item no. 18-Dura Star)	Knapheide Truck Equipment Companies	Destination
Navistar	15% (Item nos. 13, 15 & 16-Terra Star); 20% (Item no. 18-Dura Star)	Viking Cives Midwest, Inc.	
Navistar	15% (Item nos. 13, 15 & 16-Terra Star); 20% (Item no. 18-Dura Star)	Kranz Automotive Body Company	

**Manufacturer's Factory Warranties:**

Freightliner: Base vehicle-2 years unlimited miles and 2 years unlimited miles on Powertrain(3 years on Allison)  
 Dodge/Chrysler/Jeep: 3 Year/36,000 Mile Bumper to Bumper and 5 Year/100,000 Mile Powertrain  
 Chevrolet/GMC: 3 Year/36,000 Mile Bumper to Bumper and 5 Year/100,000 Mile Powertrain Warranty  
 Ford: 3 Year/36,000 Mile Bumper to Bumper and 5 Year/60,000 Mile Powertrain Warranty. Diesel components 5 yr./100,000 miles.  
 International: Base vehicle-3 years/36,000 miles and 4 year/100,000 Mile Powertrain Warranty





Missouri Department of Transportation  
Bid Tabulation of Request 3-131120TV Medium Duty Vehicles  
Multiple Award

\*\*See each Bid Tab Item Page to see what options apply to that item.

**ITEM # 4 - New standard equipped 2014 or Newer Model 4WD Extended Cab 3/4 Ton Pickup**

All units bid must contain the following options:

1. Standard, minimum V8 fuel-injected gasoline engine (Size \_\_\_\_\_ Horsepower \_\_\_\_\_)
2. Manufacturer's standard rear end axle ratio (Ratio: \_\_\_\_\_)
3. Automatic Transmission (Speeds \_\_\_\_\_)
4. Air conditioning
5. LH & RH manual mirrors
6. Tires:(4) manufacturer's standard all season, plus full size spare and wheel (Size \_\_\_\_\_)
7. Minimum 8,600 lbs. GVWR
8. Heavy-duty (Type III) trailer package to include receiver hitch
9. 8' Bed
10. Brakes, 4-wheel anti-lock braking system (ABS)
11. Speed control and tilt wheel
12. Rubber Flooring
13. Vinyl seats
14. 3 sets of keys

**Optional Equipment**

- Option 4A:** Heavy-duty manual transmission in lieu of automatic transmission
- Option 4B:** Exterior color to be Federal Standard #595B "Highway Yellow"
- Option 4C:** Standard diesel engine in lieu of gasoline engine (state size/horsepower)
- Option 4D:** CNG engine in lieu of gasoline engine (provide the following information)
- Option 4E:** 2 Full length cab steps or running boards (One on drivers side, one on passenger side).
- Option 4F:** Power windows and power door locks
- Option 4G:** Bluetooth Capability
- Option 4H:** Optional Rear Axle Ratio
- Option 4I:** Limited Slip Rear Axle
- Option 4J:** Commercial grade spray on bed lining to be applied on floors, sides, front, tailgate and top of rail.
- Option 4K:** Electric Trailer Brake Controller
- Option 4L:** Bed delete(cab and chassis with spare wheel and tire, and no receiver hitch)
- Option 4M.1:** Mounted 8' platform body meeting Specification E1320SRW  
Mounted 8' aluminum platform body meeting Specification E1320SRW (Minimum
- Option 4M.2:** 3/16" 5052-H32 Aluminum instead of steel)
- Option 4N:** Permanently installed bulkhead to fit truck application (Minimum requirement to top of cab)
- Option 4O:** Mounted standard utility tool body.  
Utility tool body 3 section, tempered steel telescopic sliding roof and two-piece rigid
- Option 4P:** aluminum end gate cover to protect cargo area from weather and theft
- Option 4Q:** Heavy duty, Class V (2-1/2" square tube) receiver trailer hitch. Includes an adapter to reduce to 2" (Class III/IV) and a seven-wire RV style trailer plug (needed if ordering bed delete, Option 2M)

Search Results

**Current Search Terms: Joe\* machens\* Ford\***

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.  
**No records found for current search.**

**Glossary**

**Search Results**

Entity

Exclusion

**Search Filters**

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.1466.20140121-1343

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



