

# THE CASS COUNTY COMMISSION

Date and time posted 2-17-15 at 12:00 pm

Notice is hereby given that the  
Cass County Commissioners will conduct a meeting

on

**Thursday, February 18, 2016**

**at the Cass County Historic Courthouse,**

The tentative agenda of this meeting includes:

- 2:30PM**      *Commission Meeting*
- 1. Call to Order*
  - 2. Roll Call*
  - 3. Pledge*
  - 4. Accept the Agenda as Presented*
  - 5. Approval of Minutes of February 9, 2016 Meeting*
  - 6. Resolution No. 16-09 – Jail Services Memorandum of Understanding with City of East Lynne, Missouri*
  - 7. Resolution No. 16-10 – Agreement to Provide Professional Consulting Services for Cass County with Sequoia Consulting Group*
  - 8. Resolution No. 16-11 – Approving Change Order No. 1 Final for Bridge Work to Bryan-Ohlmeier*
  - 9. Approval of Cass County Road and Bridge Director Terry Faulkenberry's Recommendation to replace two graders on a rotation schedule*
  - 10. Appointment of Alyson Jones to the Board of Cass County Council on Aging*
  - 11. Certificate of Training for Cass County Commissioners Jeff Cox, Luke Scavuzzo, and Jimmy Odom*
  - 12. Misc*
  - 13. Public Comment*
  - 14. Commissioner Communications*
  - 15. Adjourn*

The tentative agenda of this meeting also includes a vote to close part of the meeting pursuant to RSMo Sections 610.021.1 (Legal); 610.021.2 (Real Estate); 610.021.3 (Personnel actions); 610.021.13 (Personnel Records); and 610.021.17 (confidential communications with auditor); 610.021.12 (Contract Negotiations). All meetings are handicap accessible. Copies of the agenda are located outside the Cass County Clerk's Office, First Floor, Cass County Courthouse. Representatives of the media may obtain copies of this notice and Copies of CD's of Commission Meetings (fee of \$5 for CD) by contacting: the County Clerk's Office, Cass County Courthouse, 102 E. Wall St., Harrisonville, MO 64701, or by calling: 816-380-8106

**Commission Meeting Minutes**  
**February 9, 2016**

The Cass County Commission convened on February 9, 2016 at 3:30 P.M. for the 5th day of the January term, with those present as follows:

Jeff Cox  
Luke Scavuzzo  
Jimmy Odom  
Mike Vinck

Presiding Commissioner  
Associate Commissioner District 1  
Associate Commissioner District 2  
County Clerk

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*Presiding Commissioner Cox called to order the regular Commissioner meeting at 3:30 pm.*

**1. Call To Order:**

**2. Roll Call:**

*Presiding Commissioner Jeff Cox – present*  
*Associate Commissioner District 1 Luke Scavuzzo– present*  
*Associate Commissioner District 2 Jimmy Odom – present*

**3. Pledge:**

**4. Accept the Agenda as Presented:**

Commissioner Scavuzzo made a motion to approve the agenda. Commissioner Odom seconded the motion and it passed unanimously with all in favor with a show of hands.

**5. Approve Minutes of February 4, 2016 Meeting:**

Commissioner Odom made a motion to approve the minutes of February 4, 2016 meeting. Commissioner Scavuzzo seconded the motion and it passed unanimously with all in favor with a show of hands.

**6. Resolution No. 16-07– Amending 2016 Budget, Sheriff:**

Commissioner Odom made a motion to approve Resolution No. 16-07. Commissioner Scavuzzo seconded the motion. Public hearing held, no public comment. Resolution No. 16-07 passed unanimously with all in favor with a show of hands.

**7. Resolution No. 16-08– Amending 2016 Budget, Prosecuting Attorney:**

Commissioner Scavuzzo made a motion to approve Resolution No. 16-08. Commissioner Odom seconded the motion. Public hearing held, no public comment. Resolution No. 16-08 passed unanimously with all in favor with a show of hands.

**8. Misc:**

None

**9. Public Comments:**

None

**10. Commissioner Communications:**

None

**11. Adjourn:**

.....  
Commissioner Odom made a motion to adjourn the Commission meeting at 3:40 pm.  
Commissioner Scavuzzo seconded the motion and it passed unanimously with all in favor by a  
show of hands.  
.....

(CDs are available in the County Clerk's Office of all Public Hearings and Meetings for a fee of  
(\$5.00)

\_\_\_\_\_  
*Jeff Cox*  
*Presiding Commissioner*

\_\_\_\_\_  
*Luke Scavuzzo*  
*Associate Commissioner District 1*

\_\_\_\_\_  
*Jimmy Odom*  
*Associate Commissioner District 2*

\_\_\_\_\_  
*Michael J. Vinck*  
*County Clerk*

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STATE OF MISSOURI,

ss.

County of Cass,

In the County Commission of Cass County, Missouri, at the January Term, 2016, held on the 18th day of February, 2016 amongst others, were the following proceedings:

## **RESOLUTION NO. 16-09 OF THE CASS COUNTY COMMISSION**

**APPROVING JAIL SERVICES MEMORANDUM OF UNDERSTANDING WITH  
CITY OF EAST LYNNE, MISSOURI AND THE CASS COUNTY SHERIFF'S  
OFFICE**

***BE IT HEREBY RESOLVED AND ORDERED BY THE COUNTY COMMISSION  
OF CASS COUNTY, MISSOURI, THAT***, the Commission hereby approves the Agreement for Jail Services Memorandum of Understanding with the City of East Lynne, Missouri and the Cass County Sheriff's Office. The County Commission is hereby authorized to sign the necessary documents on behalf Cass County, Missouri, and to take all other action necessary, to facilitate this Order. (see attached)

ADOPTED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI,  
THIS 18th DAY OF FEBRUARY, 2016.

\_\_\_\_\_  
Jeff Cox  
Presiding Commissioner

\_\_\_\_\_  
Luke Scavuzzo  
Associate Commissioner  
Dist. 1

\_\_\_\_\_  
Jimmy Odom  
Associate Commissioner  
Dist. 2

ATTEST:



\_\_\_\_\_  
Michael J. Vinck, County Clerk  
Clerk of the Commission

## JAIL SERVICES MEMORANDUM OF UNDERSTANDING

~~THIS MEMORANDUM OF UNDERSTANDING~~ ("MOU") is entered into as of the 23 day of December, 2015 (the "Effective Date"), by and between Cass County, Missouri, (the "County") and the City of East Lynne, Missouri, a municipal corporation (the "City"), collectively referred to herein as the "parties."

In consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree as follows:

### 1. TERM.

The term of this MOU shall begin on 12-23-15 and continue until terminated as provided herein.

### 2. SCOPE.

The City and the County desire to enter into an MOU for the purpose of establishing an agreement by which the County will house City Inmates in the County's jail under those situations to which Section 221.040, RSMo and Section 479.180, RSMo do not apply. It is intended that this MOU will only address the circumstance in which the Sheriff's Office is holding an arrestee on charges of violating a municipal ordinance (prior to court order committing him to jail because of a finding or plea of guilty). If such statutory Sections become applicable at a later date (e.g., upon receipt of a judicial warrant of commitment), this MOU shall cease to apply and state statutes shall govern from such date forward. However, all obligations incurred by the City prior to the time that such Sections become applicable shall still be due and owing to the County. This MOU shall be binding upon the parties.

### 3. HOUSING & TRANSPORTATION.

- A. The County shall provide intake, housing, food, property management, and similar basic need services for City Inmates. "Inmate" means any person in the custodial care of the City either pursuant to judicial order or who has been charged and is awaiting resolution of judicial proceedings. The City shall present for intake only those Inmates fit for confinement pursuant to Section 221.040, RSMo. The County will not take control of an Inmate until the City has provided copies of the Inmate's records pertaining to his custody by the City, including copies of any municipal court orders regarding the Inmate's incarceration and release date, or an arrest report containing sufficient information for booking purposes. Upon intake of an Inmate, the County shall not be required to accept personal property of an Inmate in excess of one brown "grocery bag," although nothing herein shall prevent an Inmate, once taken in, from obtaining food and bedding in accordance with Section 221.060, RSMo. Upon demand by the City, the County will surrender the custody of Inmate to the City.

**ORIGINAL**

- B. Notwithstanding anything herein to the contrary, the County shall have the right to refuse to accept or keep any Inmate who, in the Sheriff's judgment, i) has a current illness or injury that may adversely affect the operations of the County's jail, ii) has a history of serious medical problems, iii) presents a substantial injury or health risk to himself or other persons (e.g., other inmates or staff), or iv) cannot be housed at the County's jail because the Sheriff deems the County's jail insufficient (because of the potential for over-crowding or otherwise). The City agrees to transport from the County's Jail, within twenty-four (24) hours after receiving notice from the County, any Inmate that the County refuses to keep pursuant to this section.
- C. The City shall be responsible for transporting and delivering its Inmates to the County for intake processing. The City shall also be responsible for all transportation pertaining to Inmates' court appearances and off-site program services.
- D. Prior to release of an Inmate or transfer of an Inmate to a different facility, the County shall conduct the inquiries and checks required by Section 221.510, RSMo, and perform all other actions as required by such Section.

#### **4. MEDICAL SERVICES.**

- A. Inmates from the City shall receive such medical and dental treatment as may be necessary to safeguard their health while housed in the County jail. The County shall provide or arrange for the provision of such medical and dental services, provided however, that the City shall pay directly or reimburse the County for all costs associated with the delivery of medical and dental treatment, including emergency medical service and medication.
- B. The County shall keep an adequate record of all such medical and dental services. The City may review such records in accordance with and subject to any applicable laws (e.g., HIPPA).
- C. Should medical or dental services require hospitalization, the City shall pay or directly reimburse the County for all costs incurred in providing the same, provided however, that except in cases of an emergency, the City will be notified prior to the Inmate's transfer to a hospital and nothing herein shall preclude the City from retaking the Inmate.
- D. If it becomes necessary for County personnel to accompany a City Inmate to an off-site location for medical services (e.g., hospital, psychiatric facility, quarantine, etc.) or for any other reason, then the Sheriff, in his sole discretion, may require the City to respond to the off-site location and relieve the County personnel of the responsibility of accompanying the City Inmate. If the Sheriff does so require the City to respond to the off-site location, then, within one (1)

hour of being so notified, the City shall arrive at the off-site location to relieve the County personnel and assume custodial care of the Inmate. Furthermore, the City shall then be responsible for transporting the Inmate back to the County jail. The "one (1) hour rule" stated herein with regard to off-site accompaniment prevails over the "24 hour rule" stated in Section 3.B. The parties acknowledge that failure of the City to arrive at the off-site location within the required one (1) hour causes an undue hardship upon the County in that it presents scheduling and staffing uncertainties associated with having to remove County personnel from the County jail, and the uncertainty of when the City will in fact arrive so that the County knows how to address the scheduling and staffing uncertainty. It is therefore important that the City does in fact arrive within the required one (1) hour. If the City fails to arrive within the required one (1) hour, then the City shall pay the County \$250.00 per hour (or for any part of an hour) after the expiration of the required one (1) hour until such time as the City arrives at the off-site location and relieves the County personnel.

#### **5. COMPENSATION AND BILLING.**

- A. The City agrees to pay \$65.00 per day for each Inmate housed. This amount is subject to annual adjustment by the Cass County Sheriff, but only upon the Sheriff providing thirty days written notice. A "day," a twenty-four (24) hour period beginning at Midnight, includes any part of a day (and shall not be pro rated), and further includes the day of arrival and the day of departure.
- B. For those Inmates that are housed for four (4) hours or less, the City agrees to pay a \$40 fee for booking and processing. However, the \$65 charge (noted in Section 5.A, above) shall be waived in such case where this subsection applies.
- C. The County will bill the City on or before the 15<sup>th</sup> day of each month for all amounts due to the County under this MOU for the services rendered and costs incurred in the prior calendar month. Payment shall be due from the City by the 15<sup>th</sup> day of the following month. Any account balances not paid by the 15<sup>th</sup> day of the following month shall be subject to a service charge of 1% per month.

#### **6. ESCAPES.**

In the event any City Inmate escapes from the County's custody, the County will use all reasonable means to recapture the Inmate. The County shall immediately report the escape to the City.

#### **7. DEATHS.**

The County shall immediately notify the City of the death of a City Inmate. The parties shall cooperate regarding the furnishing of information, conducting any necessary investigation, and disposition of the body. The City shall pay any costs the County may reasonably incur in disposing of the body.

**8. NOTICE OF CLAIMS.**

Within three (3) working days after receipt of a summons and petition or complaint involving or pertaining in any way to a City Inmate and his housing by the County, the party receiving such information shall notify the other party. This notice requirement is intended to ensure that a party's defense of a claim is not harmed by lack of notice of potential litigation.

**9. NOTICES.**

Any notice, approval, or other communication between the City and the County pursuant to this MOU shall be made in writing and shall be deemed to be effective upon receipt or refusal of service and may be given by facsimile, personal delivery, courier, reliable overnight delivery or deposit in the United States mail, postage prepaid, to the address/facsimile number specified below or to such other address as may later be designated by written notice of the other party:

The City: City Administrator - Melodia Crum  
City of EAST Lynne  
P.O. Box 126  
East Lynne, Missouri 64743  
Facsimile:  
Dispatch:

The County: Jeff Weber  
Major, Cass County's Sheriff's Office  
2501 West Wall, Suite #100  
Harrisonville, Missouri 64701  
Facsimile: (816) 380-8334

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and the County. The County agrees to notify the City, at the City's Dispatch number, of any incoming notices that are time-sensitive.

**10. DISPUTES.**

In the event of a dispute between the City and the County arising out of or related to this MOU, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises in an effort to resolve the dispute by direct negotiation or mediation. During the pending of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

**ORIGINAL**

**11. WAIVER.**

A waiver by any party of any breach of this MOU by any other party shall only be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other breach, any further breach, or to the same kind of breach on another occasion.

**12. SEVERABILITY.**

The invalidity, illegality, or unenforceability of any provision of this MOU or the occurrence of any event rendering any portion or provision of this MOU void shall in no way affect the validity or enforceability of any other portion or provision of this MOU. Any invalid, illegal, or unenforceable provision shall be deemed severed from this MOU, and the balance of this MOU shall be construed and enforced as if it did not contain the particular portion or provision held to be invalid, illegal, or unenforceable. The parties further agree to amend this MOU to replace any stricken provision with a valid, legal, and enforceable provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire MOU from being invalidated should a provision that is of the essence of this MOU be determined to be invalid, illegal, or unenforceable.

**13. ENTIRE AGREEMENT; GOVERNING LAW.**

This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and negotiations with respect thereto. This MOU may be amended only by a written instrument signed by all parties. This MOU shall be governed by the laws of the State of Missouri. In the event this MOU is litigated, venue shall be proper only in the Circuit Court of Cass County, Missouri.

**14. NO THIRD PARTY RIGHTS.**

The provisions of this MOU shall not be deemed to create any third party benefit hereunder for any member of the public or to authorize any one, not a party hereto, to maintain suit pursuant to the terms of this MOU.

**15. GOOD FAITH EFFORTS AND COOPERATION.**

The parties agree to use good faith efforts in a professional manner in the performance of their services and covenants in this MOU and to cooperate at all times and coordinate their activities as necessary during the Term of this MOU.

**ORIGINAL**

**16. AUTHORITY.**

Each party represents to the other party that it has the power and authority to enter into this MOU and that the person(s) executing it on its behalf has the power to do so and to bind it to the terms of this MOU. The City represents that it has taken all action necessary or appropriate to authorize the City to execute, deliver, and perform this MOU, and to cause it to be binding upon the City. The County represents that it has taken all action necessary or appropriate to authorize it to execute, deliver, and perform this MOU, and to cause it to be binding upon the County.

**17. TERMINATION.**

This MOU may be terminated without cause by either party upon thirty (30) days written notice to the other party. In the event of termination, the City shall compensate the County for services rendered and costs incurred through the last day that the County houses a City Inmate.

**ORIGINAL**

IN WITNESS WHEREOF, the County and the City have executed this MOU as of the Effective Date.

Attest:

Melodia Crum  
City Clerk 12/23/2015

CITY OF East Lynne, MISSOURI

By: Melodia Crum  
Title: City Clerk

Approved as to form:

Melodia Crum

Attest:

\_\_\_\_\_  
County Clerk

CASS COUNTY, MISSOURI

By: \_\_\_\_\_  
Cass County Presiding Commissioner

Approved as to form:

\_\_\_\_\_  
County Attorney

Dwight Diehl  
Cass County Sheriff

**ORIGINAL**

# Certified Copy of Record

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STATE OF MISSOURI,

ss.

County of Cass,

In the County Commission of Cass County, Missouri, at the January Term, 2016, held on the 18th day of February, 2016 amongst others, were the following proceedings:

## **RESOLUTION NO. 16-10 OF THE CASS COUNTY COMMISSION**

### **APPROVING AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR CASS COUNTY WITH SEQUOIA CONSULTING GROUP**

***BE IT HEREBY RESOLVED AND ORDERED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI, THAT,*** the Commission hereby approves the Agreement for Professional Consulting Services for Cass County with Sequoia Consulting Group for the year 2016. The County Commission is hereby authorized to sign the necessary documents on behalf Cass County, Missouri, and to take all other action necessary, to facilitate this Order. (see attached)

ADOPTED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI,  
THIS 18th DAY OF FEBRUARY, 2016.

\_\_\_\_\_  
Jeff Cox  
Presiding Commissioner

\_\_\_\_\_  
Luke Scavuzzo  
Associate Commissioner  
Dist. 1

\_\_\_\_\_  
Jimmy Odom  
Associate Commissioner  
Dist. 2

ATTEST:



\_\_\_\_\_  
Michael J. Vinck, County Clerk  
Clerk of the Commission

**AGREEMENT TO PROVIDE  
PROFESSIONAL CONSULTING SERVICES  
TO CASS COUNTY, MISSOURI**

**THIS AGREEMENT**, entered into this \_\_\_ day of \_\_\_\_\_, 2016, and effective immediately by and between **SEQUOIA CONSULTING GROUP** (hereinafter called the "Consultant") and the **County of Cass**, State of Missouri (hereinafter called the "County").

**WITNESSETH THAT**

**WHEREAS**, the County has programs which it operates with Federal funding, and

**WHEREAS**, the County supports these programs with central services paid from County appropriated funds, and

**WHEREAS**, the United States government and the State of Missouri may pay a fair share of these costs if supported by an approved cost allocation plan, and

**WHEREAS**, the Consultant is staffed with personnel knowledgeable and experienced in the requirements of developing and negotiating such governmental cost allocation plans, and

**WHEREAS**, the County desires to engage the Consultant to assist in developing a plan which conforms to Federal requirements, and will be approved by their representative,

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **Employment of Consultant** - The County agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.

2. **Scope of Services** - The Consultant shall do, perform, and carry out in a good and professional manner the following services:

A. Development of a central services cost allocation plan which identifies the various costs incurred by the County to support and administer Federal and State programs. This plan will contain a determination of the allowable costs of providing each supporting service, such as purchasing, legal counsel, disbursement processing, etc.

**An agreement to prepare plans based upon year-end financial data from the year ended December 31, 2015.**

B. Negotiation of the completed cost allocation plan with the representatives of the federal cognizant agency or its designee if required. If the cost allocation plan requires negotiation, a negotiation agreement must be issued by the cognizant agency before any compensation is due the Consultant.

C. Assistance in preparing the claims to the State for recovery of funds due the County from the Federal and State of Missouri governments. Consultant will also monitor the progress of claims through the State to ensure the County receives recoveries due it.

3. **Time of Performance** - The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and carry out the purposes of the agreement.

4. **Compensation** - The County agrees to pay the Consultant a sum not to exceed Nine Thousand Five Hundred Dollars (\$9,500) for all services required herein, which shall include reimbursement for expenses incurred. Consultant agrees to complete the project and all services provided herein for said sum.

5. **Method of Payment** - Payment will be made by the County to the Consultant from recovered funds from the Federal and State of Missouri governments, in the agreed upon amount in paragraph 4. Payment is due in full following submission of the completed cost allocation plan to the County and upon receipt by the County of recovered funds from indirect costs. Recoveries will be shared 60% by the County and 40% by the Consultant until the amount in paragraph 4 is paid in full to the Consultant. Should the County recover from the plan, an amount less than the amount needed to satisfy the Consultant's fees, then no further payment is due the Consultant. It is understood that the funds received by the County after the end of this contract term which funds are received as a result of the work effort of the Consultant during the contract term, and reported to the County Auditor shall be included in the fee computation for the period this contract work is performed and forwarded to Consultant.

6. **Changes** - The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendment to this agreement.

7. **Services and Materials to be Furnished by the County** - The County shall furnish the Consultant with all available necessary information, data, and materials pertinent to the execution of this agreement. The County shall cooperate with the Consultant in carrying out the work herein, and shall provide adequate staff for liaison with the Consultant and other agencies of County government.

8. **Termination of Agreement for Cause** - If the County shall for cause notify the Consultant in writing to terminate the Consultant's services under this agreement, this agreement shall be deemed terminated and the County's obligation to compensate the Consultant shall be null and void. If the Consultant shall for any cause notify the County that it cannot complete its obligation under this contract and that it shall, thereafter, cease the performance of all its services, this agreement shall be deemed terminated, and the County's obligation to compensate the Consultant shall be null and void. As specified in this paragraph, each party hereby waives, relinquishes, releases, and discharges the other party from all claims liabilities, and obligations of every kind or nature arising from the exercise of the right to terminate this agreement here-in-above granted.

9. **Information and Reports** - The Consultant shall, at such time and in such form as the County may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims and other information relative to the project as may be requested by the County. The Consultant shall furnish the County, upon request with copies of all documents and other materials prepared or developed in relation with or as part of the project. Working papers prepared in conjunction with the cost allocation plan may be turned over to the County for safekeeping.

10. **Records and Inspections** - The Consultant shall maintain full and accurate records with respect to all matters covered under this agreement. The County shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

11. **Accomplishment of Project** - The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, the Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work being carried on in the County.

12. **Provisions Concerning Certain Waivers** - Subject to applicable law, any right or remedy with the County under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

13. **Matters to be Disregarded** - The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

14. **Completeness of Contract** - This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

15. **County Not Obligated to Third Parties**. The County shall not be obligated or liable hereunder to any party other than the Consultant.

16. **When Rights and Remedies Not Waived** - In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of such payment by the County while any such breach or default shall exist, shall in no wise impair or prejudice any right or remedy available to the County in respect to such breach or default.

17. **Personnel** - The Consultant represents that he has or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

18. **Consultant Liability If Audited** - The Consultant will assume that all financial and statistical information provided to the Consultant by the County, its employees or representatives is accurate and complete. Any subsequent disallowance of funds is the sole responsibility of the County. The Consultant will, however, provide assistance to the County should an audit be undertaken of County indirect costs.

19. **Notices** - Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below:

**COUNTY**  
**County of Cass**  
Office of the Presiding Commissioner  
102 East Wall Street  
Harrisonville, MO 64701-2478

**CONSULTANT**  
SEQUOIA CONSULTING GROUP, INC.  
8515 Beckinhill Ct., suite 100  
Indianapolis, IN 46256

**IN WITNESS WHEREOF**, the County and the Consultant have executed this agreement as of the date first written above.

Cass County

By: \_\_\_\_\_  
(County Official)

Attest: \_\_\_\_\_

SEQUOIA CONSULTING GROUP

By:   
John L. Bower  
Practice Director

# Certified Copy of Record

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STATE OF MISSOURI,

ss.

County of Cass,

In the County Commission of Cass County, Missouri, at the January Term, 2016, held on the 18th day of February, 2016 amongst others, were the following proceedings:

## RESOLUTION NO. 16-11 OF THE CASS COUNTY COMMISSION

### APPROVING CHANGE ORDER NO. 1 FINAL TO BRYAN-OHLMEIER CONSTRUCTION

***BE IT HEREBY RESOLVED AND ORDERED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI, THAT,*** the Commission hereby approves the Change Order No. 1 Final to Bryan – Ohlmeier Construction. The County Commission is hereby authorized to sign the necessary documents on behalf Cass County, Missouri, and to take all other action necessary, to facilitate this Order. (see attached)

ADOPTED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI,  
THIS 18th DAY OF FEBRUARY, 2016.

\_\_\_\_\_  
Jeff Cox  
Presiding Commissioner

\_\_\_\_\_  
Luke Scavuzzo  
Associate Commissioner  
Dist. 1

\_\_\_\_\_  
Jimmy Odom  
Associate Commissioner  
Dist. 2

ATTEST:



\_\_\_\_\_  
Michael J. Vinck, County Clerk  
Clerk of the Commission

## CHANGE ORDER

Sheet No. 1 of 1

Change Order No 1-Final

County Cass

Route \_\_\_\_\_

To Bryan-Ohlmeier Construction, Inc., 911 N. Pearl, Paola, KS 66071

Project 07-018

You are hereby directed to make the following changes from this contract

Job No. \_\_\_\_\_



1. Description and Reason for Change (Attach Supplemental Sheets if Required)

- 18. Temporary Seeding & Mulching
- 19. Temporary Silt Fence

2. Estimate of Cost of work Affected by this Change Order.

(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
18	18	Temporary Seeding & Mulching	0.5	0	-0.5	\$6,545.00	\$	-3,272.50
19	19	Temporary Silt Fence	100	40	-60	\$10.00		-600.00
						TOTALS	\$	-\$3,872.50

3. Settlement for Cost of the above Change to be made at Contract Unit Price Except as Noted:

1. CONTRACT AMOUNT		\$524,423.23	The Terms of Settlement outlined above are hereby agreed to.  <u>Bryan-Ohlmeier Construction, Inc.</u>  CONTRACTOR  by: <u>Corey Ohlmeier</u> <u>2/2/2016</u> Date
2. OVERRUN THIS ORDER	\$-3,872.50		
3. OVERRUN PREVIOUS	\$0.00		
4. TOTAL OVERRUN TO DATE		\$-3,872.50	
5. TOTAL		\$520,550.73	

Robert L. Chanin  
SUBMITTED ENGINEER

1/28/16  
DATE

APPROVAL RECOMMENDED LOCAL AGENCY

DATE

APPROVAL RECOMMENDED MODOT

DATE

APPROVED MODOT CONSTRUCTION

DATE



**TERRY FAULKENBERRY, SUPERINTENDENT**

CASS COUNTY ROAD & BRIDGE

816-380-8362

TERRYF@CASSCOUNTY.COM  
30508 SOUTH WEST OUTER ROAD  
HARRISONVILLE, MISSOURI 64701



February 11, 2016

Dear Commissioners,

As we have discussed in the past I feel it is in our best interest to continue replacing two graders in our fleet of eight on a rotation schedule to avoid excessive repair bills and be assured we receive a fair market trade in value on our equipment. It is my recommendation that we trade in two of our motor graders for two 2016 John Deere 770G models utilizing additional savings through a cooperative purchasing agreement with MoDOT. The purchasing price per grader is \$234,608.00 and Murphy Tractor will give us \$219,000.00 trade in credit on our current models while John Deere Credit will finance our purchases at a 3% interest rate for six years. The annual payment amount will be \$66,730.00.

Respectfully,

A handwritten signature in blue ink that reads "Terry Faulkenberry".

Terry Faulkenberry  
Road & Bridge Superintendent

# MURPHY

TRACTOR & EQUIPMENT CO.

5087 E Broadway Ave  
Des Moines, IA 50317-4744  
515-263-0055

PO Box 1760  
Dodge City, KS 67801-1760  
620-227-3139

1303 3rd Ave. NW  
Fort Dodge, IA 50501-2257  
515-576-3184

P.O. Box 460  
Gering, NE 69341-0460  
308-436-2177

3204 S. Engleman Road  
Grand Island, NE 68803-6621  
308-381-0741

P.O. Box 1206  
Great Bend, KS 67530-1206  
620-792-2748

8600 NE Parvin Road  
Kansas City, MO 64161-8300  
816-483-5000

6100 Arbor Road  
Lincoln, NE 68517-3211  
402-467-1300

P.O. Box 1013  
North Platte, NE 69103-1013  
308-534-7020

9751 S.148<sup>th</sup> Street  
Omaha, NE 68138-3898  
402-894-1899

P.O. Box 5349  
Sioux City, IA 51102-5349  
712-252-2753

1401 S State Highway MM  
Springfield, MO 65802-7726  
417-863-1000

1621 NW Gage Blvd.  
Topeka, KS 66618  
785-233-0556

P.O. Box 387  
Ulysses, KS 67880-0387  
620-356-1071

P.O. Box 2520  
Waterloo, IA 50704-2520  
319-235-7085

5255 N Deere Road  
Park City, KS 67219-3308  
316-942-1457

**Corporate Office:**

5375 N Deere Road  
Park City, KS 67219-3307  
316-945-1015

January 27, 2016

Mr. Terry Faulkenberry  
Cass County Public Works  
30508 SW Outer Rd  
Harrisonville, MO 64701-7339

Dear Terry:

We are pleased to quote the following for your consideration per **MoDOT Contract 3-150626TV** and equipped per Cass County specifications to include published and unpublished options.

(2) John Deere 770G Motor Grader, new 2016 model, S/N Factory Order.

The following factory and dealer options are included:

- \* 770G with Standard Hydraulic Controls,
- \* John Deere 9.0L meets EPA FT4 Emissions (245 Net Peak hp),
- \* Engine Exhaust with Flat Black Stack ,
- \* JDLink Ultimate Cellular - 5 Years,
- \* Single Input Gearbox with Slip Clutch,
- \* Deluxe Grading Lights (18 Halogen Lights),
- \* Low Cab w/ Fixed Lower Front and Side Windows,
- \* Heated Exterior Mounted Rearview Mirrors,
- \* 24-to-12 Volt Converter (15 amps peak / 10 amps continuous),
- \* AM/FM Radio with Aux and Weather Band (WB),
- \* Lower Front Intermittent Wiper Washer,
- \* Premium Heated, Fabric, High-Wide Back, Air Suspension Seat with Armrests,
- \* 200 amp Alternator,
- \* 14' x 24" x 7/8" with 8" x 3/4" Cutting Edge and 5/8" Hardware,-
- \* Severe Duty Fuel Water Filtration System,
- \* Hydraulic Pump Disconnect,
- \* Transmission Solenoid Valve Guard,
- \* Balderson Style Front Lift Group,
- \* Rear Mounted Ripper/Scarifier Combination with Rear Hitch and Pin,
- \* 14.00R24 Bridgestone VUT Radial Tires in 3 Piece Rims,
- \* Engine Block Heater,
- \* Ether Starting Aid,
- \* Cold Weather Control Valve Covers,
- \* Beacon with Flip Down Cab Beacon Bracket (LH),
- \* Rear Retractable Sun Shade,
- \* 5.0 lbs. multi purpose (ABC) Dry Chemical Fire Extinguisher,
- \* (9) Extra Scarifier Shanks w/Teeth For Rear Ripper/Scarifier,
- \* Adjusting Rotary Ejector Precleaner,
- \* Warranty: Included in machine sale price: Base Warranty is 12 Months with

Full Machine Coverage, PLUS Total Machine Extended Service Coverage out to a total of 72 Months or 6,000 Hours, whichever comes first, \$200 deductible on non-pwrt & hyd failures.

Cash Sale Price 770G #1: \$234,608  
Cash Sale Price 770G #2: \$234,608  
Less Trade Allowance: (\$124,000) Trade unit: 2011 John Deere 770G,  
SN 1DW770GXKA0633149;  
Plus Trade Payoff: \$121,754  
Less Trade Allowance: (\$95,000) Trade unit: 2010 Caterpillar 140M,  
SN CAT0140MPB9D02766;  
Price Complete, Delivered: \$371,970

\* Financing-Subject to JDF Approval, Terms and Conditions

770G #1 \$41,685 for 6 annual payments in advance for 60 months @ 3% interest  
770G #2 \$25,045 for 6 annual payments in advance for 60 months @ 3% interest

770G #1 \$50,798 for 5 annual payments in arrears for 60 months @ 3% interest  
770G #2 \$30,521 for 5 annual payments in arrears for 60 months @ 3% interest

We believe the equipment as quoted will exceed your expectations. On behalf of Murphy Tractor & Equipment Co., Inc., thank you for the opportunity to quote John Deere machinery.

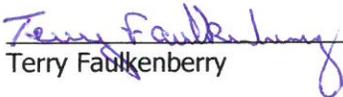
Sincerely,

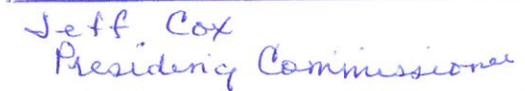


Brian Bremer  
Territory Sales Manager

CUSTOMER ACCEPTANCE:

'I accept the equipment & terms stated herewith.'

  
Terry Faulkenberry

  
Jeff Cox  
Presiding Commissioner

'This proposal is good for 30 days'

**10. MISSOURI DEPARTMENT OF TRANSPORTATION  
DIVISION OF GENERAL SERVICES EXTRA HEAVY DUTY ARTICULATED  
MOTORGRADER MINIMUM SPECIFICATIONS**

ENGINE – Tier 4-Final (or later) Diesel, Dual/Variable HP inline 6 cylinder, turbo-charged, electronically controlled with 110 volt block style heater rated at minimum of 750 watts, electrically heated intake air cold start system, and heavy-duty two-stage, dual element, dry type air cleaner with service indicator. A hinged or bolt-on removable guard should protect the radiator. Engine side panels should be lockable and keyed alike. The engine shall have mounts between engine and frame to help reduce noise and vibration. Equipment shall meet all applicable federal emission regulations.

TRANSMISSION – 8-speed forward, 4-speed reverse, direct drive power shift with front and rear transmission guards. The transmission shall have mounts between transmission and frame to help reduce noise and vibration.

HYDRAULICS – Closed center system, load sensing with hydraulic tank, locking cap and check valves in all hydraulic cylinders with spin on filtering system having a 10 micron rating or better.

DIFFERENTIAL LOCK - Tandem drive train differential with manual lock/unlock control switch. Must provide positive control of the lock/unlock capability in the cab. No-Spin or Limited Slip Differential is not acceptable.

BRAKES, POWER - Minimum performance criteria in accordance with SAE Standard J1152 APR80.

Service - Four-wheel hydraulic power boosted wet disc with foot pedal, operator warning system, and reserve power assist. Air brakes are acceptable only if an air dryer system is included.

Parking – Hand or electronically activated, disc type, mounted on the output shaft of the transmission with both audio and visual warning systems. Must be capable of holding stopped vehicle in stationary position.

Emergency - Manual application from operator's position.

NOTE: The above brake system may use common components.

ARTICULATED FRAME - Hydraulically articulated frame with in-cab controls.

MOLDBOARD, HYDRAULICALLY OPERATED – 14' x 24" (or 25" is acceptable) x 3/4" moldboard with replaceable end bits, constructed of high-carbon steel. The moldboard shall be equipped with a hydraulically operated side shift to the right and left of center position. Moldboard controls shall provide a float position. Power tilt moldboard shall be furnished with a minimum of 44° total tilt range. Minimum blade down pressure shall be 16,500 pounds. Minimum blade pull pressure shall be 20,500 pounds. Circle rotation drive shall be protected with a slip clutch, relief valve, or other suitable device.

FRONT LIFT GROUP CAPABILITY - Unit shall have all necessary plumping to the front of motorgrader to operate attachments. Lift group brackets are to be mounted in front of front wheels with brackets properly mounted to the unit to accommodate a vendor supplied mounting bracket or plate to allow the attachment to work with a department owned V-plow; a front mount class 1 parallel J hook style lift group front lift group (comparable to a Rybind MG1 or Cat/Balderson front lift group). Vendors must also supply one set of female pin-loc J-Hook adapters for existing MoDOT attachments. Hydraulic system to the front lift group shall have float capabilities.

WEIGHT – Minimum operating weight (without attachments) 30,000 lbs.

CONTROLS - Full hydraulic, variable speeds, positive hand levers in cab.

STEERING – Hydraulic powered, front wheel with hydraulic booster AUDIBLE ALARM SYSTEM - In accordance with OSHA Standards listed in Federal Register Volume 37, Number 243, Subpart O, Section 1926.602, Paragraph 9. The sound shall be distinguishable from surrounding noise level and the horn switch shall be mounted within easy reach of operator, it shall have an independently controlled reverse signal alarm horn with automatic noise level that sounds when grader is shifted into reverse gear.

ELECTRICAL SYSTEM - 24 VOLT - Not less than 100 amp heavy-duty alternator, internal voltage regulator, and two 12 volt, number 4D BCI dimensional group size batteries with at least 170 ampere hours and minimum of 800 CCA per battery with a battery master disconnect switch. A 24-volt to 12-volt converter with isolators with a minimum 25-amp output is to be supplied by the vendor.

LIGHTS AND SIGNALS - Complete set of electric lights (10 standard to include 2 front, 2 rear, 2 mid-mount, 2 lower cab, and 2 top of cab in the front), including clearance lights, headlights with dimmer switch, moldboard work light, rear flood lights, red stop and taillights, inside cab dome light and instrument dash lights. Extra front work light for use with plow. If available, lights shall be LED.

BEACON WIRING/SWITCH – Unit shall have factory installed beacon switch and circuit protection with wiring harness routed to the rear of the cab roof to facilitate later installation of warning lights. If available, unit shall have a folding style beacon bracket.

INSTRUMENTATION – Gauges shall include coolant temperature, engine oil pressure, fuel, hour meter, and air cleaner service indicator.

TIRES AND WHEELS - 1400 X 2400 Radial ply Michelin XTLA or approved equivalent tubeless tires, front and rear (lug type). Wheels to be 10" multi-piece rims, front and rear. If available, a spare tire and wheel is to be included.

TOW HITCHES - Front and rear.

CAB AND ROLLOVER PROTECTIVE STRUCTURE - ROPS minimum performance criteria in accordance with SAE J396A Standards. Fully enclosed, all-weather, insulated, sound-suppressed, steel cab with shatter-proof glass, all-around visibility, roll-over protective structure, heavy-duty electric windshield wipers (front, rear and lower front with washer), dual fan heavy-duty hot water heater and factory installed air conditioning, all-metal adjustable defroster fan front and rear with safety guard, inside cab mounted rearview mirror, dome light, floor mat, manufacturer's best available adjustable suspension upholstered operators seat with arm rests, retractable seat belt and door locks. AM/FM radio. The cab will have a minimum of one full access left-hand door with a minimum of one emergency exit (pop out window or 2<sup>nd</sup> door) besides the left-hand door. The cab shall have mounts between cab and frame to help reduce noise and vibration. It shall meet OSHA 90 DBA sound level requirements for eight hours. ROPS enclosure must be certified and labeled. Five pound fire extinguisher shall be included. NOTE: Optional left and right outside rear view mirrors would be preferred but are not mandatory.

FUEL TANK – Minimum 90 gallon capacity.

COLOR - Color to be manufacturer's standard safety or industrial yellow over a prime coat.

MISCELLANEOUS - The unit to be furnished shall have the following: muffler, leaning wheel front axle, foot accelerator, and locking caps on the fuel tank, and radiator. Any additional or optional equipment not specified above and supplied with the unit should only be that which is regularly furnished by the motorgrader manufacturer. Complete machine must be manufactured in accordance with the latest adopted OSHA or SAE Standards and amendments thereto except where otherwise specified. Decals and all other forms of Dealer Advertisements are to be left off units delivered to the department. Any dealer advertisements larger than 12 square inches must be removed or covered. Mounting brackets wiring and switchgear for cab mounted strobe or LED.

**Missouri Department of Transportation  
 Bid Tabulation Request 3-150626TV Motor Graders  
 Opened on 6/26/15  
 Multiple Award**

Item #1 - Outright purchase of one (1) new articulated 6x4 motor grader with dual/variable HP range - (140-220)

Vendor	Make/Model	HP	Base Bid	Option 1	Option 2	Option 3	Option 4	ARO	Districts	MSRP
Altofer, Inc.	CAT 12M3	179-231	\$ 223,748.00	\$ 30,430.00	No Bid	\$ 1,900.00	No Bid	120-140	NE	39%
Erb Equipment	JD 670G	160-195	\$ 208,800.00	\$ 24,510.00	\$ 25,845.00	\$ 1,030.00	\$ 880.00	45	SL, SE	0%
Fabick CAT	CAT 12M3	179-231	\$ 219,583.00	\$ 26,500.00	No Bid	\$ 1,920.00	No Bid	180-270	SL, SE, NE, CD, SW	0%
Foley CAT Equipment	CAT 12M3	179-231	\$ 241,135.00	\$ 30,652.00	No Bid	\$ 1,998.00	NA	90-110	NW, KC, CD, SW	38.5%
Murphy Tractor	JD 670G	162-220	\$ 207,800.00	\$ 21,155.00	\$ 21,950.00	\$ 98.00	NA	60-90	NE, CD, SW	25%
Tri-State Construction	JD 670G	162-220	\$ 206,500.00	\$ 21,155.00	\$ 21,950.00	\$ 980.00	NA	60-90	NE, CD	25%

Item #2 - Outright purchase of one (1) new articulated 6x4 motor grader with dual/variable HP range - (165-255)

Vendor	Make/Model	HP	Base Bid	Option A	Option B	Option C	Option D	ARO	Districts	MSRP
Altofer, Inc.	CAT 140M3	200-252	\$ 242,019.00	\$ 30,430.00	No Bid	\$ 1,900.00	No Bid	120-140	NE	39%
Erb Equipment	JD 770G	170-245	\$ 214,990.00	\$ 24,285.00	\$ 25,845.00	\$ 842.00	\$ 890.00	45	SL, SE	0%
Fabick CAT	CAT 140M3	200-252	\$ 239,040.00	\$ 26,500.00	No Bid	\$ 1,920.00	No Bid	180-270	SL, SE, NE, CD, SW	0%
Foley CAT Equipment	CAT 140M3	200-252	\$ 243,564.00	\$ 30,652.00	No Bid	\$ 1,998.00	NA	90-110	NW, KC, CD, SW	38.5%
Murphy Tractor	JD 770G	170-245	\$ 215,000.00	\$ 21,155.00	\$ 21,950.00	\$ 910.00	NA	60-90	NW, KC, SW	25%
Tri-State Construction	JD 770G	170-245	\$ 213,500.00	\$ 21,155.00	\$ 21,950.00	\$ 910.00	NA	60-90	NE, CD	25%

Item #3 - Outright purchase of one (1) new 6WD articulated 6x6 motor grader, front wheel with dual/variable HP range - (140-240)

Vendor	Make/Model	HP	Base Bid	Option 1	Option 2	Option 3	Option 4	ARO	Districts	MSRP
Altofer, Inc.	CAT 12M3 AWD	189-252	\$ 251,982.00	\$ 30,430.00	No Bid	\$ 1,900.00	No Bid	120-140	NE	39%
Erb Equipment	JD 672G	175-195	\$ 224,200.00	\$ 24,500.00	\$ 25,845.00	\$ 1,040.00	\$ 1,000.00	45	SL, SE	0%
Fabick CAT	CAT 12M3 AWD	189-252	\$ 248,335.00	\$ 26,500.00	No Bid	\$ 1,920.00	No Bid	189-252	SL, SE, NE, CD, SW	0%
Foley CAT Equipment	CAT 12M3 AWD	200-252	\$ 263,300.00	\$ 30,652.00	No Bid	\$ 1,998.00	NA	90-110	NW, KC, CD, SW	38.5%
Murphy Tractor	JD 672G	170-245	\$ 224,600.00	\$ 21,155.00	\$ 21,950.00	\$ 940.00	NA	60-90	NW, KC, SW	25%
Tri-State Construction	JD 672G	170-245	\$ 223,800.00	\$ 21,155.00	\$ 21,950.00	\$ 940.00	NA	60-90	NE, CD	25%

Item #6 - Outright purchase of one (1) new 6WD articulated 6x6 motor grader with dual/variable HP range - (185-275)

Vendor	Make/Model	HP	Base Bid	Option A	Option B	Option C	Option D	ARO	Districts	MSRP
Altofer, Inc.	CAT 140M3 AWD	210-272	\$ 274,812.00	\$ 30,430.00	No Bid	\$ 1,900.00	No Bid	120-140	NE	39%
Erb Equipment	JD 772G	202-250	\$ 244,100.00	\$ 28,450.00	\$ 25,730.00	\$ 915.00	\$ 875.00	45	SL, SE	0%
Fabick CAT	CAT 140M3 AWD	210-272	\$ 267,330.00	\$ 26,500.00	No Bid	\$ 1,920.00	No Bid	180-270	SL, SE, NE, CD, SW	0%
Foley CAT Equipment	CAT 140M3 AWD	220-272	\$ 270,731.00	\$ 30,652.00	No Bid	\$ 1,998.00	NA	90-110	NW, KC, CD, SW	38.5%
Murphy Tractor	JD 772G	202-250	\$ 243,500.00	\$ 21,155.00	\$ 21,950.00	\$ 910.00	NA	60-90	NW, KC, SW	25%
Tri-State Construction	JD 772G	202-250	\$ 242,500.00	\$ 21,155.00	\$ 21,950.00	\$ 910.00	NA	60-90	NE, CD	25%

# MURPHY

TRACTOR & EQUIPMENT CO.

Item #2: OUTRIGHT PURCHASE OF ONE (1) NEW ARTICULATED 6X4 MOTOR GRADER MEETING THE ATTACHED MODOT SPECIFICATION E731-D2, WITH DUAL/VARIABLE HP RANGE, (165-255), 6-CYLINDER INLINE DIESEL ENGINE.

(Additional Options)

Option:	Model: John Deere 770G
A. Grade Pro Controls	Price \$ 15,775.00
B. Sever Duty fuel filter & lines	Price \$ STD
C. Blade impact absorption system	Price \$ 1,760.00
D. 14' 27" Tall moldboard instead of 24" tall	Price \$ 280.00
E. 17.5 x 25 Radial tires instead of 14.00 x 24 radial tires	Price \$ 4,355.00
F. Cab air pre-cleaner	Price \$ 450.00
G. (5) Shank front scarifier instead of front lift group	Price \$ 670.00
H. 1603 lb. rear counterweight with hitch	Price \$ 1,040.00
I. Deluxe grading light package	Price \$ STD
J. Front Fenders	Price \$ 920.00
K. Heated outside mirrors	Price \$ 345.00
L. Rear Camera	Price \$ 1,240.00
M. Rear fenders	Price \$ 1,720.00
N. Front windshield sun visor	Price \$ 80.00
O. Rear window adjustable sun shade	Price \$ 112.00
P. Electrical corrosion package	Price \$ 1010.00
Q. Tall front snow plow light brackets	Price \$ 175.00
R. Hydraulic control valve covers	Price \$110.00
S. 42" Wing with Grade Pro Controls	Price \$ 21,425.00
T. 60" Wing with Grade Pro Controls	Price \$ 21,850.00
U. 26" post-less wing with Grade Pro Control	Price \$ 19,200.00
V. 26" post-less wing with standard control	Price \$ 18,750.00
W. Deduct 5 year / 2500 hour Powertrain & Hydraulic	Price (-\$2,934.00)
X. Deduct 5 year JD Link ( 3 year is standard)	Price (-\$596.00)

## 5. TRAINING, SOFTWARE, MANUALS AND TECHNICAL SERVICE REQUIREMENTS

### Optional Training

Price must be included for each item for the following optional training: (Price per student)

Training shall be provided by a factory or dealership personnel. The trainer must be approved by MoDOT. Training content shall be tailored to cover the specific units sold.

Should the training not meet the requirements (needs of the employees being trained,) indicated below, the vendor shall come back to the location the training first took place and hold the training again.

- a.) 8 hours Electronic Operation and Diagnostics
  - 1. Engine
  - 2. Transmission
  - 3. HVAC
  - 4. Hydraulics
  - 5. Calibration Procedures
  
- b.) 4 hours Hydraulic & Transmission Mechanical Diagnostic
  - 1. Operation
  - 2. Adjustments
  - 3. Pressure/Flow Tests

**12 Hour Basic Operation/Diagnostics: Minimum # Per Class \_\_\_\_\_ Price per student: \$ \_\_\_\_\_**

### Optional Software

Price to include the following: diagnostic software, cables, and interface. (Price per set)

**Diagnostic software, cables, and interface: Price per set: \$ \_\_\_\_\_**

### Optional Maintenance

Optional price for vendor to perform the first scheduled on-site maintenance. Vendor shall supply all labor associated with the maintenance. All materials used for maintenance will be supplied by MoDOT. At MoDOT's discretion, this first scheduled maintenance may be used as a training class for mechanics and maintenance employees.

**Price for vendor to perform the first scheduled on-site maintenance: Price per unit: \$ \_\_\_\_\_**

### **Mandatory Training**

Each motor grader purchased by MoDOT shall have the minimum mandatory training supplied as outlined below:

Mandatory for each unit sold (if multiple, at MoDOT's discretion, training may be combined)

Four (4) hours safe operation and routine/preventive maintenance for mechanics and operators. Training time and location shall be coordinated with district personnel. The vendor shall supply training within one month of acceptance by MoDOT. All costs associated with training and materials supplied shall be the responsibility of the vendor. Training shall be provided by a factory or dealership personnel. The trainer must be approved by MoDOT. Training content shall be tailored to cover the specific units purchased by MoDOT.

Vendors must allow MoDOT technicians to attend any in-depth factory technical training as deemed necessary by MoDOT. Training shall be the same as received by dealership personnel with content tailored to cover specific units sold. Vendor must supply training to MoDOT at the same cost as dealership personnel.

### **Service & Operator Manuals**

- a. A hard copy operator manual must be provided with each individual unit.
- b. One set of service and parts manuals (CD or hard copy) shall be supplied with each individual unit.

### **Technical Service**

All vendors shall provide a number for technical assistance on all components of the items bid. Number shall be manned during normal working hours (8 AM to 4 PM).

BID FORM

MAILING ADDRESS:  
MISSOURI DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES, P.O. BOX 270  
JEFFERSON CITY, MO 65102

REQUEST NO.	3-150626TV
DATE	June 4, 2015

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

**2:00 pm., Central Time, June 26, 2015**

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING EQUIPMENT.

**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered  
Various End User Delivery Locations

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

**BUYER:** Tom Veasman

**BUYER TELEPHONE:** 573-522-4404

**BUYER EMAIL:**

tom.veasman@modot.mo.gov

**MOTOR GRADERS**

This Request For Bid seeks bids from qualified organizations to provide MOTOR GRADERS in accordance with the pages. MoDOT will receive bids at the following **mailing address: P.O. Box 270, Jefferson City, MO 65102-0270**, or hand-delivered in a sealed envelope to the following **physical address: General Services Procurement at 830 MoDOT Drive, Jefferson City, MO 65109** until 2:00 p.m. Central Time, June 26, 2015. Bid forms and information may be obtained by contacting Tom Veasman at 573-522-4404, [tom.veasman@modot.mo.gov](mailto:tom.veasman@modot.mo.gov), or electronically download them at: <http://www.modot.org/business/surplus/Fleet%20Buyers%20Web%20Page/Motogradersonone.htm>

**Components of Agreement:** A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Vendor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order. However, MoDOT reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Vendor's bid. The Vendor is cautioned that its bid shall be subject to acceptance by MoDOT without further clarification.

Note that submission of bids to the above mailing address must go through MoDOT's mail room and will require additional time to arrive at the 830 MoDOT Drive location.

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

*In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned vendor agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.*

**Date:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Fax No.:** \_\_\_\_\_  
**Federal I.D. No.** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**By (Signature):** \_\_\_\_\_  
**Type/Print Name** \_\_\_\_\_

Is your firm MBE certified?  Yes  No

**Title:** \_\_\_\_\_  
Is your firm WBE certified?  Yes  No

## 1. INTRODUCTION AND GENERAL INFORMATION

### 1.1 Introduction:

- 1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide **motor graders** to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids must be returned to the office of the RFB Coordinator no later than 2:00 p.m., CDT, June 26, 2015.**

#### **RFB COORDINATOR:**

**Tom Veasman, Senior General Services Specialist**

#### **MAILING ADDRESS:**

**Missouri Department of Transportation  
P. O. Box 270  
Jefferson City, MO 65102  
Attn: Tom Veasman**

#### **PHYSICAL ADDRESS:**

**Missouri Department of Transportation  
General Services Division  
830 MoDOT Drive  
Jefferson City, MO 65109**

Note that submission of bids to the above **mailing address** must go through MoDOT's mail room and will require additional time to arrive at 830 MoDOT Drive.

**PHONE: 573-522-4404**

**FAX: 573-526-6948**

### 1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of motor graders as set forth herein.
- 1.2.2 Organization: This RFB is divided into the following parts:
- 1) Introduction and General Information
  - 2) Scope of Work
  - 3) Bid Submission
  - 4) Pricing Pages
  - 5) Training, Software, Manuals and Technical Service Requirements
  - 6) Vendor Information and Preference Certification Form
  - 7) Cooperative Purchasing Form
  - 8) Anti-Collusion Statement
  - 9) Terms and Conditions
  - 10) Specification (E731-D2)

## 2. SCOPE OF WORK

### 2.1 General Requirements:

- 2.1.1 The vendor shall provide **motor graders**, to MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The vendor shall provide all deliverables to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT does not guarantee that any unit(s) will be ordered.
- 2.1.4 Unless otherwise specified herein, the vendor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables required herein.
- 2.1.5 MoDOT reserves the right to reject any or all bids, and to accept or reject any items thereon, and to waive technicalities.

**2.2 Required Specifications:** All equipment bids must comply with the attached MoDOT Specifications, and any other provisions outlined in the solicitation documents. Any deviation from these specifications must be indicated for review, or else bid may be considered non-responsive.

### 2.3 Delivery Requirements:

2.3.1 The following delivery requirements shall apply:

- a. Unless otherwise specified on the solicitation documents or purchase order, vendors shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. No units will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the unit, the vendor agrees to pay all transportation charges on the unit as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the vendor direct to the railroad or carrier.

2.3.2 The vendor shall deliver the products specified herein to the following MoDOT locations:

- a. St. Joseph, Missouri 64502
- b. Macon, Missouri 63552
- c. Hannibal, Missouri 63401
- d. Lee's Summit, Missouri 64064-8002
- e. Jefferson City, Missouri 65102
- f. Chesterfield, Missouri 63017-5712
- g. Joplin, Missouri 64802
- h. Springfield, Missouri 65801
- i. Willow Springs, Missouri 65793
- j. Sikeston, Missouri 63801
- k. Other locations as may be required

- l. Hereinafter, each location shall be also referred to as "individual delivery destination".

### 2.4 Invoicing and Payment Requirements:

- 2.4.1 The vendor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.

Missouri Department of Transportation  
830 MoDOT Drive  
P.O. Box 270  
Attn: GS Fleet Services  
Jefferson City, MO 65102

- 2.4.2 Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 2.4.3 The vendor shall understand and agree MoDOT reserves the right to make contract payments to the vendor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the vendor must return a completed state Vendor Input ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendor-services/Portal/Default.aspx>. Each vendor invoice must be on the vendor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's [Vendor Payment Website](#) to enable the vendor to properly apply state payments to invoices. The vendor must comply with all other invoicing requirements stated in the RFB.
- 2.4.4 The vendor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.4.5 Other than the payment specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever.
- 2.4.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. MoDOT shall not make any advance deposits.
- 2.5 Other Award Requirements:**
- 2.5.1 Award Period - The award period shall commence from the date of award until June 30, 2016, with up to three (3) one-year renewal option periods, or any portion therein.
- 2.5.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the vendor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.
- 2.5.3 Escalation Clause - In the event the vendor requests a price increase during either the original award period or any award renewal period, the vendor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the vendor's written request and documentation, and decide if a price increase is to be granted at that particular time. The vendor shall understand and agree that MoDOT's decision shall be final and without recourse.
- a. No price increase shall be granted during the first 3 months of the original award period, or if applicable, the first 3 months of an award renewal period.
- b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current award value (original value plus past approved escalations).
- 2.5.4 Inspection and Acceptance: MoDOT reserves the right to inspect the equipment at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

- a. No equipment, supplies, and/or services received by MoDOT pursuant to an award shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the vendor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. MoDOT reserves the right to return any such rejected shipment at the vendor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. MoDOT's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal or equitable remedies that MoDOT may have.

2.5.5 NET DELIVERED FIRM PRICE - the unit(s) shall be delivered complete and ready for use to the delivery destinations.

**2.6 Equipment Trade-In Allowance:**

- a. If equipment trade-ins are offered as an option, the trade-in(s) must be negotiated between the District, Division and vendor.
- b. The vendor must be currently under contract with MoDOT.
- c. It will be the responsibility of the vendor to examine the condition of the equipment offered for trade. The vendor must not impose any mandatory requirements or restrictions on equipment disposal.
- d. If the value offered is less than the Division's pre-established minimum price, the Division and District must both approve the trade in value.
- e. Allowance for trade-in(s) will be deducted from the full purchase price in computing the net purchase price. Trade-in(s) will not be available until the receipt and acceptance of the new equipment unless agreed upon by the District.

**Trade-In Worksheet Example:**

<b>Make/Model of New Equipment:</b>
<b>Full Purchase Price: \$</b>
<b>Make/Model of Trade-In:</b>
<b>Less Trade-In (Deduct): \$</b>
<b>Net Purchase Price: \$</b>

**2.7 Equipment Refurbishments:** If equipment refurbishments are available, the refurbishment(s) must be negotiated between the district and vendor. The vendor must be currently under contract with MoDOT. It will be the responsibility of the vendor to examine the condition of the equipment offered for refurbishment. The districts must keep accurate records verifying the process.

### 3. BID SUBMISSION

#### 3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope/packaging clearly marked “**3-150626TV Motor graders**”.
- 3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. “INTRODUCTION AND GENERAL INFORMATION”.
- 3.1.3 The vendor may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been withdrawn, modified or corrected accordingly. No bid may be withdrawn, modified or corrected after the date and time specified for the opening of bids.

#### 3.1.4 Open Competition / Request For Bid Document:

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from vendors regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the vendor to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, vendors will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
- c. Vendors are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

#### 3.1.5 Award:

- a. This is a Multiple Award bid and there will be no ‘one’ vendor awarded each item within this bid. Each individual delivery destination will have sole responsibility for the discretion of all purchasing decisions. After determination of award, individual delivery destination’s shall use the following criteria to determine the “lowest and best” bid based on model features, price, warranty, service, delivery timeline, location of servicing dealers, past performance of servicing dealers, and information, facts, and recommendations gained from the vendor. Selection of a **motor grader** will not be made solely based on low price.
- b. The vendor must be in compliance with the laws regarding conducting business with MoDOT and as indicated in the Terms and Conditions.
- c. Notification of award shall be at the time the tabulation is posted to the Internet. It is the sole responsibility for all vendors to check the website for bid results.

## 2. PRICING PAGES

The vendor shall provide a firm, fixed price below for the original contract period for providing the deliverables/services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables/services shall be included in the prices stated below.

**NOTE: If bidding on more than one make and model for a given Item please provide pricing on a separate sheet. Additional vendor options may be submitted for each unit bid as separate attachments.**

### OUTRIGHT PURCHASES:

**ITEM #1: Outright purchase** of one (1) new articulated 6x4 motor grader meeting the attached MoDOT specification E731-D2, with dual/variable HP range, (140–220), 6-cylinder inline diesel engine, **NET DELIVERED PRICE.**

**MAKE/ MODEL** \_\_\_\_\_ **HP** \_\_\_\_\_ **PRICE \$** \_\_\_\_\_

#### OPTIONS:

**Option 1. Hydraulic rear benching wing (42")** **PRICE \$** \_\_\_\_\_

**Option 2. Hydraulic rear benching wing (60")** **PRICE \$** \_\_\_\_\_

**Option 3. Auto Shift Transmission** **PRICE \$** \_\_\_\_\_

**Option 4. Full-Height (High Profile) Cab** **PRICE \$** \_\_\_\_\_

**ITEM #2: Outright purchase** of one (1) new articulated 6x4 motor grader meeting the attached MoDOT specification E731-D2, with dual/variable HP range, (165–255), 6-cylinder inline diesel engine, **NET DELIVERED PRICE.**

**MAKE/ MODEL** \_\_\_\_\_ **HP** \_\_\_\_\_ **PRICE \$** \_\_\_\_\_

**Option A. Hydraulic rear benching wing (42")** **PRICE \$** \_\_\_\_\_

**Option B. Hydraulic rear benching wing (60")** **PRICE \$** \_\_\_\_\_

**Option C. Auto Shift Transmission** **PRICE \$** \_\_\_\_\_

**Option D. Full-Height (High Profile) Cab** **PRICE \$** \_\_\_\_\_

**Please submit a complete parts and options list with detailed pricing information for each motor grader your company would be willing to provide.** Please indicate below the percent (%) discount off Manufacturers' Suggested Retail Prices (MSRP) for all motor grader options available in your data book or pricing guides.

**% Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount** \_\_\_\_\_

**Delivery will be made approximately** \_\_\_\_\_ **days after receipt of order.**

**Please indicate with an 'X' the MoDOT Districts for which you are bidding Items #1 - #4. (Bidders are responsible for servicing all counties within the district(s) selected.)**

Northwest District (St. Joseph) \_\_\_\_\_  
 Kansas City District \_\_\_\_\_  
 St. Louis District \_\_\_\_\_  
 Southeast District (Sikeston) \_\_\_\_\_

Northeast District (Hannibal) \_\_\_\_\_  
 Central District (Jefferson City) \_\_\_\_\_  
 Southwest District (Springfield) \_\_\_\_\_  
 All Districts \_\_\_\_\_

**STRAIGHT LEASES:**

**ITEM #3: Straight lease of one (1) new articulated 6x4 motor grader meeting the attached MoDOT specification E731-D2, with dual/variable HP (140–220), 6-cylinder inline diesel engine, NET DELIVERED PRICE.**

**MAKE \_\_\_\_\_ MODEL \_\_\_\_\_**

**OPTIONS (FOR PRICING, CONSIDER SAME OPTIONS AS ITEM #1):**

**Bid price for options should not contain the price for the base unit. Prices should indicate the MONTHLY cost over the term of the lease. MoDOT will return the unit at the end of lease period.**

**Assuming 300 hours usage per year per unit:**

**Assuming 500 hours usage per year per unit:**

	<u>12 Month Lease</u>	<u>End of lease Purchase Price</u>		<u>12 Month Lease</u>	<u>End of lease Purchase Price</u>
Base Unit	_____	_____	Base Unit	_____	_____
Overage/Hr	_____		Overage/Hr	_____	
Option 1	_____	_____	Option 1	_____	_____
Option 2	_____	_____	Option 2	_____	_____
Option 3	_____	_____	Option 3	_____	_____
Option 4	_____	_____	Option 4	_____	_____

**ITEM #4: Straight lease of one (1) new articulated 6x4 motorgrader meeting the attached MoDOT specification E731-D2, with dual/variable HP (165-255), 6-cylinder inline diesel engine, NET DELIVERED PRICE.**

**MAKE \_\_\_\_\_ MODEL \_\_\_\_\_**

**OPTIONS (FOR PRICING, CONSIDER SAME OPTIONS AS ITEM #2)**

**Bid price for options should not contain the price for the base unit. Prices should indicate the MONTHLY cost over the term of the lease. MoDOT will return the unit at the end of lease period.**

**Assuming 300 hours usage per year per unit:**

**Assuming 500 hours usage per year per unit:**

	<u>12 Month Lease</u>	<u>End of lease Purchase Price</u>		<u>12 Month Lease</u>	<u>End of lease Purchase Price</u>
Base Unit	_____	_____	Base Unit	_____	_____
Overage/Hr	_____		Overage/Hr	_____	
Option A	_____	_____	Option A	_____	_____
Option B	_____	_____	Option B	_____	_____
Option C	_____	_____	Option C	_____	_____
Option D	_____	_____	Option D	_____	_____

**OUTRIGHT PURCHASES:**

**ITEM #5: Outright purchase** of one (1) new 6WD articulated 6x6 motor grader meeting the attached MoDOT specification E731-D2. Front wheel with dual/variable HP range (140–240), 6-cylinder inline diesel engine. Unit shall have creeper gear function capability for running a blade mount milling attachment.  
**NET DELIVERED PRICE.**

MAKE/MODEL \_\_\_\_\_ HP \_\_\_\_\_ PRICE \$ \_\_\_\_\_

**OPTIONS:**

- Option 1. Hydraulic rear benching wing (42") PRICE \$ \_\_\_\_\_
- Option 2. Hydraulic rear benching wing (60") PRICE \$ \_\_\_\_\_
- Option 3. Auto Shift Transmission PRICE \$ \_\_\_\_\_
- Option 4. Full-Height (High Profile) Cab PRICE \$ \_\_\_\_\_

**ITEM #6: Outright purchase** of one (1) new 6WD articulated 6x6 motor grader meeting specification E731-D2, (185-275 HP range). **NET DELIVERED PRICE.**

MAKE/ MODEL \_\_\_\_\_ HP \_\_\_\_\_ PRICE \$ \_\_\_\_\_

**OPTIONS:**

- Option A. Hydraulic rear benching wing (42") PRICE \$ \_\_\_\_\_
- Option B. Hydraulic rear benching wing (60") PRICE \$ \_\_\_\_\_
- Option C. Auto Shift Transmission PRICE \$ \_\_\_\_\_
- Option D. Full-Height (High Profile) Cab PRICE \$ \_\_\_\_\_

**Please submit a complete parts and options list with detailed pricing information for each motor grader your company would be willing to provide.** Please indicate below the percent (%) discount off Manufacturers' Suggested Retail Prices (MSRP) for all motor grader options available in your data book or pricing guides.

**% Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount \_\_\_\_\_**

**Delivery will be made approximately \_\_\_\_\_ days after receipt of order.**

**Please indicate with an 'X' the MoDOT Districts for which you are bidding Items #5 - #8. (Bidders are responsible for servicing all counties within the district(s) selected.)**

- |                                       |   |
|---------------------------------------|---|
| Northwest District (St. Joseph) _____ | Northeast District (Hannibal) _____     |
| Kansas City District _____            | Central District (Jefferson City) _____ |
| St. Louis District _____              | Southwest District (Springfield) _____  |
| Southeast District (Sikeston) _____   | All Districts _____                     |

**STRAIGHT LEASES:**

**ITEM #7: Straight Lease** of one (1) new 6WD articulated 6x6 motor grader meeting the attached MoDOT specification E731-D2. Front wheel with dual/variable HP range (140–240), 6-cylinder inline diesel engine. Unit shall have creeper gear function capability for running a blade mount milling attachment.  
**NET DELIVERED PRICE.**

**MAKE** \_\_\_\_\_ **MODEL** \_\_\_\_\_

**OPTIONS (FOR PRICING, CONSIDER SAME OPTIONS AS ITEM #5):**

**Bid price for options should not contain the price for the base unit. Prices should indicate the MONTHLY cost over the term of the lease. MoDOT will return the unit at the end of lease period.**

**Assuming 300 hours usage per year per unit:**

**Assuming 500 hours usage per year per unit:**

	<u>12 Month Lease</u>	<u>End of lease Purchase Price</u>		<u>12 Month Lease</u>	<u>End of lease Purchase Price</u>
Base Unit	_____	_____	Base Unit	_____	_____
Overage/Hr	_____		Overage/Hr	_____	
Option 1	_____	_____	Option 1	_____	_____
Option 2	_____	_____	Option 2	_____	_____
Option 3	_____	_____	Option 3	_____	_____
Option 4	_____	_____	Option 4	_____	_____

**ITEM #8: Straight Lease** of one (1) new 6WD articulated 6x6 motor grader meeting specification E731-D2, (185-275 HP range). Unit shall have creeper gear function capability for running a blade mount milling attachment. **NET DELIVERED PRICE.**

**MAKE** \_\_\_\_\_ **MODEL** \_\_\_\_\_

**OPTIONS (FOR PRICING, CONSIDER SAME OPTIONS AS ITEM #6)**

**Bid price for options should not contain the price for the base unit. Prices should indicate the MONTHLY cost over the term of the lease. MoDOT will return the unit at the end of lease period.**

**Assuming 300 hours usage per year per unit:**

**Assuming 500 hours usage per year per unit:**

	<u>12 Month Lease</u>	<u>End of lease Purchase Price</u>		<u>12 Month Lease</u>	<u>End of lease Purchase Price</u>
Base Unit	_____	_____	Base Unit	_____	_____
Overage/Hr	_____		Overage/Hr	_____	
Option A	_____	_____	Option A	_____	_____
Option B	_____	_____	Option B	_____	_____
Option C	_____	_____	Option C	_____	_____
Option D	_____	_____	Option D	_____	_____

## 5. TRAINING, SOFTWARE, MANUALS AND TECHNICAL SERVICE REQUIREMENTS

### Optional Training

Price must be included for each item for the following optional training: (Price per student)

Training shall be provided by a factory or dealership personnel. The trainer must be approved by MoDOT. Training content shall be tailored to cover the specific units sold.

Should the training not meet the requirements (needs of the employees being trained,) indicated below, the vendor shall come back to the location the training first took place and hold the training again.

- a.) 8 hours Electronic Operation and Diagnostics
  - 1. Engine
  - 2. Transmission
  - 3. HVAC
  - 4. Hydraulics
  - 5. Calibration Procedures
  
- b.) 4 hours Hydraulic & Transmission Mechanical Diagnostic
  - 1. Operation
  - 2. Adjustments
  - 3. Pressure/Flow Tests

**12 Hour Basic Operation/Diagnostics: Minimum # Per Class \_\_\_\_\_ Price per student: \$ \_\_\_\_\_**

### Optional Software

Price to include the following: diagnostic software, cables, and interface. (Price per set)

**Diagnostic software, cables, and interface: Price per set: \$ \_\_\_\_\_**

### Optional Maintenance

Optional price for vendor to perform the first scheduled on-site maintenance. Vendor shall supply all labor associated with the maintenance. All materials used for maintenance will be supplied by MoDOT. At MoDOT's discretion, this first scheduled maintenance may be used as a training class for mechanics and maintenance employees.

**Price for vendor to perform the first scheduled on-site maintenance: Price per unit: \$ \_\_\_\_\_**

### **Mandatory Training**

Each motor grader purchased by MoDOT shall have the minimum mandatory training supplied as outlined below:

Mandatory for each unit sold (if multiple, at MoDOT's discretion, training may be combined)

Four (4) hours safe operation and routine/preventive maintenance for mechanics and operators. Training time and location shall be coordinated with district personnel. The vendor shall supply training within one month of acceptance by MoDOT. All costs associated with training and materials supplied shall be the responsibility of the vendor. Training shall be provided by a factory or dealership personnel. The trainer must be approved by MoDOT. Training content shall be tailored to cover the specific units purchased by MoDOT.

Vendors must allow MoDOT technicians to attend any in-depth factory technical training as deemed necessary by MoDOT. Training shall be the same as received by dealership personnel with content tailored to cover specific units sold. Vendor must supply training to MoDOT at the same cost as dealership personnel.

### **Service & Operator Manuals**

- a. A hard copy operator manual must be provided with each individual unit.
- b. One set of service and parts manuals (CD or hard copy) shall be supplied with each individual unit.

### **Technical Service**

All vendors shall provide a number for technical assistance on all components of the items bid. Number shall be manned during normal working hours (8 AM to 4 PM).

## 6. VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

### Vendor Information

All bidders must furnish **ALL** applicable information requested below

Vendor Name/Mailing Address:  Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:									
Printed Name of Responsible Officer or Employee:	Signature:									
For Corporations - State in which incorporated:	For Others - State of domicile:									
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:  <i>If additional space is required, please attach an additional sheet and identify it as <b>Addresses of Missouri Offices or Places of Business.</b></i>										
<b>M/WBE INFORMATION:</b> List all certified Minority or Women Business Enterprises ( <b>M/WBE</b> ) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;"><u>M/WBE Name</u></td> <td style="text-align: center;"><u>Percentage of Contract</u></td> <td style="text-align: center;"><u>M/WBE Certifying Agency</u></td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </table>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>	_____	_____	_____	_____	_____	_____
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								
_____	_____	_____								
_____	_____	_____								
<i>If additional space is required, please attach an additional sheet and identify it as <b>M/WBE Information</b></i>										

### Preference Certification

All bidders must furnish **ALL** applicable information requested below

<b>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</b> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <b>not</b> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
<i>If additional space is required, please attach an additional sheet and identify it as <b>Location Products are Manufactured or Produced.</b></i>	
<b>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</b> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: <b>Service-Disabled Veteran</b> is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. <b>Service-Disabled Veteran Business</b> is defined as a business concern: <ol style="list-style-type: none"> <li>a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and</li> <li>b. The management and daily business operations of which are controlled by one or more service-disabled veterans.</li> </ol>	
<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

7. NOTICE OF COOPERATIVE PURCHASING

**MODOT IS INTERESTED IN ASSISTING MISSOURI GOVERNMENTAL ENTITIES, ETC. IN PURCHASING EQUIPMENT, VARIOUS MATERIALS, AND SUPPLIES THAT MEET THE MISSOURI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.**

Each bidder is asked to indicate below whether they would be willing to offer **motor graders** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to MoDOT.

It is understood MoDOT will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **motor graders** meeting MoDOT specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES \_\_\_\_\_ NO \_\_\_\_\_

If the price varies throughout the state on MoDOT bids because of different delivery destinations, please indicate the price F.O.B. your location that would be offered as described.

F.O.B. Location \_\_\_\_\_

Indicate the deadline date that orders will be accepted. \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

E-MAIL \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_



**Missouri Highways and Transportation Commission  
Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions**

**9. STANDARD SOLICITATION PROVISIONS**

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

**GENERAL TERMS AND CONDITIONS**

**Definitions**

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

**Nondiscrimination**

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
  - ii. cancellation, termination or suspension of the contract, in whole or in part.

**Contract/Purchase Order**

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

**Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

**Executive Order:**

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

**Preferences**

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

**Missouri Highways and Transportation Commission**  
**Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions**

**Cancellation of Contract**

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

**Bankruptcy or Insolvency**

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

**Warranty**

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

**Status of Independent Contractor**

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

**Non-Waiver**

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

**Indemnification**

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

**Missouri Highways and Transportation Commission**  
**Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions**

**SPECIAL TERMS AND CONDITIONS**

**Tax Exempt Status:**

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

**Insurance**

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

**Liquidated Damages**

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of \$100 per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

**10. MISSOURI DEPARTMENT OF TRANSPORTATION  
DIVISION OF GENERAL SERVICES EXTRA HEAVY DUTY ARTICULATED  
MOTORGRADER MINIMUM SPECIFICATIONS**

ENGINE – Tier 4-Final (or later) Diesel, Dual/Variable HP inline 6 cylinder, turbo-charged, electronically controlled with 110 volt block style heater rated at minimum of 750 watts, electrically heated intake air cold start system, and heavy-duty two-stage, dual element, dry type air cleaner with service indicator. A hinged or bolt-on removable guard should protect the radiator. Engine side panels should be lockable and keyed alike. The engine shall have mounts between engine and frame to help reduce noise and vibration. Equipment shall meet all applicable federal emission regulations.

TRANSMISSION – 8-speed forward, 4-speed reverse, direct drive power shift with front and rear transmission guards. The transmission shall have mounts between transmission and frame to help reduce noise and vibration.

HYDRAULICS – Closed center system, load sensing with hydraulic tank, locking cap and check valves in all hydraulic cylinders with spin on filtering system having a 10 micron rating or better.

DIFFERENTIAL LOCK - Tandem drive train differential with manual lock/unlock control switch. Must provide positive control of the lock/unlock capability in the cab. No-Spin or Limited Slip Differential is not acceptable.

BRAKES, POWER - Minimum performance criteria in accordance with SAE Standard J1152 APR80.

Service - Four-wheel hydraulic power boosted wet disc with foot pedal, operator warning system, and reserve power assist. Air brakes are acceptable only if an air dryer system is included.

Parking – Hand or electronically activated, disc type, mounted on the output shaft of the transmission with both audio and visual warning systems. Must be capable of holding stopped vehicle in stationary position.

Emergency - Manual application from operator's position.

NOTE: The above brake system may use common components.

ARTICULATED FRAME - Hydraulically articulated frame with in-cab controls.

MOLDBOARD, HYDRAULICALLY OPERATED – 14' x 24" (or 25" is acceptable) x 3/4" moldboard with replaceable end bits, constructed of high-carbon steel. The moldboard shall be equipped with a hydraulically operated side shift to the right and left of center position. Moldboard controls shall provide a float position. Power tilt moldboard shall be furnished with a minimum of 44° total tilt range. Minimum blade down pressure shall be 16,500 pounds. Minimum blade pull pressure shall be 20,500 pounds. Circle rotation drive shall be protected with a slip clutch, relief valve, or other suitable device.

FRONT LIFT GROUP CAPABILITY - Unit shall have all necessary plumbing to the front of motorgrader to operate attachments. Lift group brackets are to be mounted in front of front wheels with brackets properly mounted to the unit to accommodate a vendor supplied mounting bracket or plate to allow the attachment to work with a department owned V-plow; a front mount class 1 parallel J hook style lift group front lift group (comparable to a Rybind MG1 or Cat/Balderson front lift group). Vendors must also supply one set of female pin-loc J-Hook adapters for existing MoDOT attachments. Hydraulic system to the front lift group shall have float capabilities.

WEIGHT – Minimum operating weight (without attachments) 30,000 lbs.

CONTROLS - Full hydraulic, variable speeds, positive hand levers in cab.

STEERING – Hydraulic powered, front wheel with hydraulic booster AUDIBLE ALARM SYSTEM - In accordance with OSHA Standards listed in Federal Register Volume 37, Number 243, Subpart 0, Section 1926.602, Paragraph 9. The sound shall be distinguishable from surrounding noise level and the horn switch shall be mounted within easy reach of operator, it shall have an independently controlled reverse signal alarm horn with automatic noise level that sounds when grader is shifted into reverse gear.

ELECTRICAL SYSTEM - 24 VOLT - Not less than 100 amp heavy-duty alternator, internal voltage regulator, and two 12 volt, number 4D BCI dimensional group size batteries with at least 170 ampere hours and minimum of 800 CCA per battery with a battery master disconnect switch. A 24-volt to 12-volt converter with isolators with a minimum 25-amp output is to be supplied by the vendor.

LIGHTS AND SIGNALS - Complete set of electric lights (10 standard to include 2 front, 2 rear, 2 mid-mount, 2 lower cab, and 2 top of cab in the front), including clearance lights, headlights with dimmer switch, moldboard work light, rear flood lights, red stop and taillights, inside cab dome light and instrument dash lights. Extra front work light for use with plow. If available, lights shall be LED.

BEACON WIRING/SWITCH – Unit shall have factory installed beacon switch and circuit protection with wiring harness routed to the rear of the cab roof to facilitate later installation of warning lights. If available, unit shall have a folding style beacon bracket.

INSTRUMENTATION – Gauges shall include coolant temperature, engine oil pressure, fuel, hour meter, and air cleaner service indicator.

TIRES AND WHEELS - 1400 X 2400 Radial ply Michelin XTLA or approved equivalent tubeless tires, front and rear (lug type). Wheels to be 10" multi-piece rims, front and rear. If available, a spare tire and wheel is to be included.

TOW HITCHES - Front and rear.

CAB AND ROLLOVER PROTECTIVE STRUCTURE - ROPS minimum performance criteria in accordance with SAE J396A Standards. Fully enclosed, all-weather, insulated, sound-suppressed, steel cab with shatter-proof glass, all-around visibility, roll-over protective structure, heavy-duty electric windshield wipers (front, rear and lower front with washer), dual fan heavy-duty hot water heater and factory installed air conditioning, all-metal adjustable defroster fan front and rear with safety guard, inside cab mounted rearview mirror, dome light, floor mat, manufacturer's best available adjustable suspension upholstered operators seat with arm rests, retractable seat belt and door locks. AM/FM radio. The cab will have a minimum of one full access left-hand door with a minimum of one emergency exit (pop out window or 2<sup>nd</sup> door) besides the left-hand door. The cab shall have mounts between cab and frame to help reduce noise and vibration. It shall meet OSHA 90 DBA sound level requirements for eight hours. ROPS enclosure must be certified and labeled. Five pound fire extinguisher shall be included. NOTE: Optional left and right outside rear view mirrors would be preferred but are not mandatory.

FUEL TANK – Minimum 90 gallon capacity.

COLOR - Color to be manufacturer's standard safety or industrial yellow over a prime coat.

MISCELLANEOUS - The unit to be furnished shall have the following: muffler, leaning wheel front axle, foot accelerator, and locking caps on the fuel tank, and radiator.

Any additional or optional equipment not specified above and supplied with the unit should only be that which is regularly furnished by the motorgrader manufacturer.

Complete machine must be manufactured in accordance with the latest adopted OSHA or SAE Standards and amendments thereto except where otherwise specified.

Decals and all other forms of Dealer Advertisements are to be left off units delivered to the department.

Any dealer advertisements larger than 12 square inches must be removed or covered. Mounting brackets wiring and switchgear for cab mounted strobe or LED.

# MURPHY

TRACTOR & EQUIPMENT CO.

Item #1: OUTRIGHT PURCHASE OF ONE (1) NEW ARTICULATED 6X4 MOTOR GRADER MEETING THE ATTACHED MODOT SPECIFICATION E731-D2, WITH DUAL/VARIABLE HP RANGE, (140-220), 6-CYLINDER INLINE DIESEL ENGINE.

(Additional Options)

**Option:**

**Model: John Deere 670G**

A. Grade Pro Controls	Price \$ 16,550.00
B. Sever Duty fuel filter & lines	Price \$ STD
C. Blade impact absorption system	Price \$ 1,900.00
D. 14' 27" Tall moldboard instead of 24" tall	Price \$ 330.00
E. 17.5 x 25 Radial tires instead of 14.00 x 24 radial tires	Price \$ 4,555.00
F. Cab air pre-cleaner	Price \$ 490.00
G. (5) Shank front scarifier instead of front lift group	Price \$ 690.00
H. 1603 lb. rear counterweight with hitch	Price \$ 1,090.00
I. Deluxe grading light package	Price \$ STD
J. Front Fenders	Price \$ 970.00
K. Heated outside mirrors	Price \$ 295.00
L. Rear Camera	Price \$ 1,300.00
M. Rear fenders	Price \$ 1,780.00
N. Front windshield sun visor	Price \$ 85.00
O. Rear window adjustable sun shade	Price \$ 125.00
P. Electrical corrosion package	Price \$ 1,060.00
Q. Tall front snow plow light brackets	Price \$ 190.00
R. Hydraulic control valve covers	Price \$ 110.00
S. 42" Wing with Grade Pro Controls	Price \$ 21,425.00
T. 60" Wing with Grade Pro Controls	Price \$ 21,850.00
U. 26" post-less wing with Grade Pro Control	Price \$ 19,200.00
V. 26" post-less wing with standard control	Price \$ 18,750.00
W. Deduct 5 year / 2500 hour Powertrain & Hydraulic	Price (-\$1,497.00)
X. Deduct 5 year JD Link ( 3 year is standard)	Price (-\$596.00)

# MURPHY

TRACTOR & EQUIPMENT CO.

Item #2: OUTRIGHT PURCHASE OF ONE (1) NEW ARTICULATED 6X4 MOTOR GRADER MEETING THE ATTACHED MODOT SPECIFICATION E731-D2, WITH DUAL/VARIABLE HP RANGE, (165-255), 6-CYLINDER INLINE DIESEL ENGINE.

(Additional Options)

Option:	Model: John Deere 770G
A. Grade Pro Controls	Price \$ 15,775.00
B. Sever Duty fuel filter & lines	Price \$ STD
C. Blade impact absorption system	Price \$ 1,760.00
D. 14' 27" Tall moldboard instead of 24" tall	Price \$ 280.00
E. 17.5 x 25 Radial tires instead of 14.00 x 24 radial tires	Price \$ 4,355.00
F. Cab air pre-cleaner	Price \$ 450.00
G. (5) Shank front scarifier instead of front lift group	Price \$ 670.00
H. 1603 lb. rear counterweight with hitch	Price \$ 1,040.00
I. Deluxe grading light package	Price \$ STD
J. Front Fenders	Price \$ 920.00
K. Heated outside mirrors	Price \$ 345.00
L. Rear Camera	Price \$ 1,240.00
M. Rear fenders	Price \$ 1,720.00
N. Front windshield sun visor	Price \$ 80.00
O. Rear window adjustable sun shade	Price \$ 112.00
P. Electrical corrosion package	Price \$ 1010.00
Q. Tall front snow plow light brackets	Price \$ 175.00
R. Hydraulic control valve covers	Price \$110.00
S. 42" Wing with Grade Pro Controls	Price \$ 21,425.00
T. 60" Wing with Grade Pro Controls	Price \$ 21,850.00
U. 26" post-less wing with Grade Pro Control	Price \$ 19,200.00
V. 26" post-less wing with standard control	Price \$ 18,750.00
W. Deduct 5 year / 2500 hour Powertrain & Hydraulic	Price (-\$2,934.00)
X. Deduct 5 year JD Link ( 3 year is standard)	Price (-\$596.00)

# MURPHY

## TRACTOR & EQUIPMENT CO.

**ITEM #3: Straight lease of one (1) new articulated 6x4 motor grader meeting the attached MoDOT specification E731-D2, with dual/variable HP (140-220), 6-cylinder inline diesel engine, NET DELIVERED PRICE.**

MAKE John Deere MODEL 670G

**OPTIONS (FOR PRICING, CONSIDER SAME OPTIONS AS ITEM #1):**

**Bid price for options should not contain the price for the base unit. Prices should indicate the MONTHLY cost over the term of the lease. MoDOT will return the unit at the end of lease period.**

(12 Month Lease) (Additional Options)

Option:	Model: John Deere 670G	12 Month	End of lease purchase price
A. Grade Pro Controls		Price \$ 466.00	\$11,585.00
B. Sever Duty fuel filter & lines		STD	STD
C. Blade impact absorption system		Price \$ 54.00	\$1,330.00
D. 14' 27" Tall moldboard instead of 24" tall		Price \$ 9.30	\$231.00
E. 17.5 x 25 Radial tires instead of 14.00 x 24 radial tires		Price \$ 128.50	\$3,192.00
F. Cab air pre-cleaner		Price \$ 14.00	\$343.00
G. (5) Shank front scarifier instead of front lift group		Price \$ 19.50	\$483.00
H. 1603 lb. rear counterweight with hitch		Price \$ 30.75	\$763.00
I. Deluxe grading light package		STD	STD
J. Front Fenders		Price \$ 27.75	\$675.00
K. Heated outside mirrors		Price \$ 8.25	\$207.00
L. Rear Camera		Price \$ 37.00	\$910.00
M. Rear fenders		Price \$ 50.00	\$1,246.00
N. Front windshield sun visor		Price \$ 2.50	\$59.50
O. Rear window adjustable sun shade		Price \$ 3.50	\$87.50
P. Electrical corrosion package		Price \$ 30.00	\$742.00
Q. Tall front snow plow light brackets		Price \$ 5.50	\$133.00
R. Hydraulic control valve covers		Price \$ 3.10	\$ 77.00
S. 42" Wing with Grade Pro Controls		Price \$ 604.00	\$15,000.00
T. 60" Wing with Grade Pro Controls		Price \$ 616.00	\$15,295.00
U. 26" post-less wing with Grade Pro Control		Price \$ 542.00	\$13,440.00
V. 26" post-less wing with standard control		Price \$ 529.00	\$13,125.00
W. Deduct 5 year / 2500 hour Powertrain & Hydraulic		Price (-\$42.00)	(-\$1048.00)
X. Deduct 5 year JD Link ( 3 year is standard)		Price (-\$16.00)	(-\$398.00)

# MURPHY

## TRACTOR & EQUIPMENT CO.

**ITEM #4: Straight lease of one (1) new articulated 6x4 motorgrader meeting the attached MoDOT specification E731-D2, with dual/variable HP (165-255), 6-cylinder inline diesel engine, NET DELIVERED PRICE.**

MAKE John Deere MODEL 770G

**OPTIONS (FOR PRICING, CONSIDER SAME OPTIONS AS ITEM #2)**

**Bid price for options should not contain the price for the base unit. Prices should indicate the MONTHLY cost over the term of the lease. MoDOT will return the unit at the end of lease period.**

( Lease) (Additional Options)

Option:	Model: John Deere 770G	12 Month	End of lease purchase price
A. Grade Pro Controls		Price \$ 445.00	\$11,043.00
B. Sever Duty fuel filter & lines		STD	STD
C. Blade impact absorption system		Price \$ 49.60	\$1,232.00
D. 14' 27" Tall moldboard instead of 24" tall		Price \$ 8.00	\$196.00
E. 17.5 x 25 Radial tires instead of 14.00 x 24 radial tires		Price \$123.00	\$3,049.00
F. Cab air pre-cleaner		Price \$ 13.00	\$315.00
G. (5) Shank front scarifier instead of front lift group		Price \$ 19.00	\$469.00
H. 1603 lb. rear counterweight with hitch		Price \$ 30.00	\$726.00
I. Deluxe grading light package		STD	STD
J. Front Fenders		Price \$ 26.00	\$644.00
K. Heated outside mirrors		Price \$ 10.00	\$242.00
L. Rear Camera		Price \$ 35.00	\$898.00
M. Rear fenders		Price \$50.00	\$1,204.00
N. Front windshield sun visor		Price \$2.25	\$56.00
O. Rear window adjustable sun shade		Price \$ 3.15	\$78.50
P. Electrical corrosion package		Price \$ 28.50	\$707.00
Q. Tall front snow plow light brackets		Price \$ 5.00	\$122.50
R. Hydraulic control valve covers		Price \$ 3.10	\$77.00
S. 42" Wing with Grade Pro Controls		Price \$ 604.00	\$15,000.00
T. 60" Wing with Grade Pro Controls		Price \$ 616.00	\$15,295.00
U. 26" post-less wing with Grade Pro Control		Price \$ 542.00	\$13,440.00
V. 26" post-less wing with standard control		Price \$ 529.00	\$13,125.00
W. Deduct 5 year / 2500 hour Powertrain & Hydraulic		Price (-\$42.00)	(-\$1048.00)
X. Deduct 5 year JD Link ( 3 year is standard)		Price (-\$16.00)	(-\$398.00)

# MORPHY

## TRACTOR & EQUIPMENT CO.

**ITEM #5: Outright purchase** of one (1) new 6WD articulated 6x6 motor grader meeting the attached MoDOT specification E731-D2. Front wheel with dual/variable HP range (140–240), 6-cylinder inline diesel engine. Unit shall have creeper gear function capability for running a blade mount milling attachment.

(Additional Options)

<b>Option:</b>	<b>Model: John Deere 672G</b>
A. Grade Pro Controls	Price \$ 16,290.00
B. Sever Duty fuel filter & lines	Price \$ STD
C. Blade impact absorption system	Price \$ 1,815.00
D. 14' 27" Tall moldboard instead of 24" tall	Price \$ 225.00
E. 17.5 x 25 Radial tires instead of 14.00 x 24 radial tires	Price \$ 4,490.00
F. Cab air pre-cleaner	Price \$ 465.00
G. (5) Shank front scarifier instead of front lift group	Price \$ 690.00
H. 1603 lb. rear counterweight with hitch	Price \$ 1065.00
I. Deluxe grading light package	Price \$ STD
J. Front Fenders	Price \$ 940.00
K. Heated outside mirrors	Price \$ 290.00
L. Rear Camera	Price \$ 1,275.00
M. Rear fenders	Price \$ 1,775.00
N. Front windshield sun visor	Price \$ 80.00
O. Rear window adjustable sun shade	Price \$ 115.00
P. Electrical corrosion package	Price \$ 1035.00
Q. Tall front snow plow light brackets	Price \$ 180.00
R. Hydraulic control valve covers	Price \$ 105.00
S. 42" Wing with Grade Pro Controls	Price \$ 21,425.00
T. 60" Wing with Grade Pro Controls	Price \$ 21,850.00
U. 26" post-less wing with Grade Pro Control	Price \$ 19,200.00
V. 26" post-less wing with standard control	Price \$ 18,750.00
W. Deduct 5 year / 2500 hour Powertrain & Hydraulic	Price (-\$2,872.00)
X. Deduct 5 year JD Link ( 3 year is standard)	Price (-\$596.00)

# MURPHY

## TRACTOR & EQUIPMENT CO.

**Item #6: OUTRIGHT PURCHASE OF ONE (1) NEW 6WD ARTICULATED 6X6 MOTOR GRADER MEETING SPECIFICATION E731-D2, (185-275 HP RANGE).**

(Additional Options)

<b>Option:</b>	<b>Model: John Deere 772G</b>
A. Grade Pro Controls	Price \$ 15,775.00
B. Sever Duty fuel filter & lines	Price \$ STD
C. Blade impact absorption system	Price \$ 1,760.00
D. 14' 27" Tall moldboard instead of 24" tall	Price \$ 280.00
E. 17.5 x 25 Radial tires instead of 14.00 x 24 radial tires	Price \$ 4,355.00
F. Cab air pre-cleaner	Price \$ 450.00
G. (5) Shank front scarifier instead of front lift group	Price \$ 670.00
H. 1603 lb. rear counterweight with hitch	Price \$ 1,040.00
I. Deluxe grading light package	Price \$ STD
J. Front Fenders	Price \$ 920.00
K. Heated outside mirrors	Price \$ 345.00
L. Rear Camera	Price \$ 1,240.00
M. Rear fenders	Price \$ 1,720.00
N. Front windshield sun visor	Price \$ 75.00
O. Rear window adjustable sun shade	Price \$ 112.00
P. Electrical corrosion package	Price \$ 1,010.00
Q. Tall front snow plow light brackets	Price \$ 175.00
R. Hydraulic control valve covers	Price \$ 110.00
S. 42" Wing with Grade Pro Controls	Price \$ 21,425.00
T. 60" Wing with Grade Pro Controls	Price \$ 21,850.00
U. 26" post-less wing with Grade Pro Control	Price \$ 19,750.00
V. 26" post-less wing with standard control	Price \$ 18,750.00
W. Deduct 5 year / 2500 hour Powertrain & Hydraulic	Price (-\$3,487.00)
X. Deduct 5 year JD Link ( 3 year is standard)	Price (-\$596.00)

# MURPHY

## TRACTOR & EQUIPMENT CO.

**ITEM #7: Straight Lease** of one (1) new 6WD articulated 6x6 motor grader meeting the attached MoDOT specification E731-D2. Front wheel with dual/variable HP range (140-240), 6-cylinder inline diesel engine. Unit shall have creeper gear function capability for running a blade mount milling attachment.

**NET DELIVERED PRICE.**

MAKE John Deere MODEL 672G

**OPTIONS (FOR PRICING, CONSIDER SAME OPTIONS AS ITEM #5):**

**Bid price for options should not contain the price for the base unit. Prices should indicate the MONTHLY cost over the term of the lease. MoDOT will return the unit at the end of lease period.**

(Lease) (Additional Options)

Option:	Model: John Deere 672G	12 Month	End of lease purchase price
A. Grade Pro Controls		Price \$ 464.00	\$11,403.00
B. Sever Duty fuel filter & lines		STD	STD
C. Blade impact absorption system		Price \$ 51.50	\$1,273.00
D. 14' 27" Tall moldboard instead of 24" tall		Price \$ 6.50	\$157.50
E. 17.5 x 25 Radial tires instead of 14.00 x 24 radial tires		Price \$ 128.00	\$3143.00
F. Cab air pre-cleaner		Price \$ 13.25	\$325.50
G. (5) Shank front scarifier instead of front lift group		Price \$ 20.00	\$483.00
H. 1603 lb. rear counterweight with hitch		Price \$ 31.00	\$745.50
I. Deluxe grading light package		STD	STD
J. Front Fenders		Price \$ 27.00	\$658.00
K. Heated outside mirrors		Price \$ 8.25	\$203.00
L. Rear Camera		Price \$ 36.50	\$892.50
M. Rear fenders		Price \$ 56.00	\$1242.50
N. Front windshield sun visor		Price \$ 2.30	\$56.00
O. Rear window adjustable sun shade		Price \$ 3.30	\$80.50
P. Electrical corrosion package		Price \$ 30.00	\$724.50
Q. Tall front snow plow light brackets		Price \$ 5.00	\$126.00
R. Hydraulic control valve covers		Price \$ 3.00	\$73.50
S. 42" Wing with Grade Pro Controls		Price \$ 604.00	\$15,000.00
T. 60" Wing with Grade Pro Controls		Price \$ 616.00	\$15,295.00
U. 26" post-less wing with Grade Pro Control		Price \$ 542.00	\$13,440.00
V. 26" post-less wing with standard control		Price \$ 529.00	\$13,125.00
W. Deduct 5 year / 2500 hour Powertrain & Hydraulic		Price (-\$82.00)	(-\$2010.00)
X. Deduct 5 year JD Link ( 3 year is standard)		Price (-\$16.00)	(-\$398.00)

# MORPHY

## TRACTOR & EQUIPMENT CO.

**ITEM #8: Straight Lease** of one (1) new 6WD articulated 6x6 motor grader meeting specification E731-D2, (185-275 HP range). Unit shall have creeper gear function capability for running a blade mount milling attachment. **NET DELIVERED PRICE.**

MAKE John Deere MODEL 772G

**OPTIONS (FOR PRICING, CONSIDER SAME OPTIONS AS ITEM #6)**

**Bid price for options should not contain the price for the base unit. Prices should indicate the MONTHLY cost over the term of the lease. MoDOT will return the unit at the end of lease period.**

(Lease) (Additional Options)

Option:	Model: John Deere 772G	12 Month	End of lease purchase price
A. Grade Pro Controls		Price \$ 450.00	\$11,042.50
B. Sever Duty fuel filter & lines		STD	STD
C. Blade impact absorption system		Price \$ 50.00	\$1,232.00
D. 14' 27" Tall moldboard instead of 24" tall		Price \$8.00	\$196.00
E. 17.5 x 25 Radial tires instead of 14.00 x 24 radial tires		Price \$ 124.00	\$3,048.50
F. Cab air pre-cleaner		Price \$ 13.00	\$350.00
G. (5) Shank front scarifier instead of front lift group		Price \$ 19.00	\$469.00
H. 1603 lb. rear counterweight with hitch		Price \$ 30.00	\$728.00
I. Deluxe grading light package		STD	STD
J. Front Fenders		Price \$ 26.00	\$644.00
K. Heated outside mirrors		Price \$ 10.00	\$241.50
L. Rear Camera		Price \$ 35.00	\$868.00
M. Rear fenders		Price \$ 49.00	\$1,204.00
N. Front windshield sun visor		Price \$ 2.25	\$52.50
O. Rear window adjustable sun shade		Price \$ 3.25	\$78.00
P. Electrical corrosion package		Price \$ 29.00	\$707.00
Q. Tall front snow plow light brackets		Price \$ 5.00	\$122.50
R. Hydraulic control valve covers		Price \$ 3.25	\$77.00
S. 42" Wing with Grade Pro Controls		Price \$ 604.00	\$15,000.00
T. 60" Wing with Grade Pro Controls		Price \$ 616.00	\$15,295.00
U. 26" post-less wing with Grade Pro Control		Price \$ 542.00	\$13,440.00
V. 26" post-less wing with standard control		Price \$529.00	\$13,125.00
W. Deduct 5 year / 2500 hour Powertrain & Hydraulic		Price (-\$100.00)	(-\$,2441.00)
X. Deduct 5 year JD Link ( 3 year is standard)		Price (-\$16.00)	(-\$398.00)

**Missouri Department of Transportation  
Bid Tabulation Request 3-150626TV Motor Graders  
Opened on 6/26/15  
Multiple Award**

Item #1 - Outright purchase of one (1) new articulated 6x4 motor grader with dual/variable HP range - (140-220)

Vendor	Make/Model	HP	Base Bid	Option 1	Option 2	Option 3	Option 4	ARO	Districts	MSRP
Altofer, Inc.	CAT 12M3	179-231	\$ 223,748.00	\$ 30,430.00	No Bid	\$ 1,900.00	No Bid	120-140	NE	39%
Erb Equipment	JD 670G	160-195	\$ 208,800.00	\$ 24,510.00	\$ 25,845.00	\$ 1,030.00	\$ 880.00	45	SL, SE	0%
Fabick CAT	CAT 12M3	179-231	\$ 219,583.00	\$ 26,500.00	No Bid	\$ 1,920.00	No Bid	180-270	SL, SE, NE, CD, SW	0%
Foley CAT Equipment	CAT 12M3	179-231	\$ 241,135.00	\$ 30,652.00	No Bid	\$ 1,998.00	NA	90-110	NW, KC, CD, SW	38.5%
Murphy Tractor	JD 670G	162-220	\$ 207,800.00	\$ 21,155.00	\$ 21,950.00	\$ 98.00	NA	60-90	ND, KC, CD, SW	25%
Tri-State Construction	JD 670G	162-220	\$ 206,500.00	\$ 21,155.00	\$ 21,950.00	\$ 980.00	NA	60-90	NE, CD	25%

Item #2 - Outright purchase of one (1) new articulated 6x4 motor grader with dual/variable HP range - (165-255)

Vendor	Make/Model	HP	Base Bid	Option A	Option B	Option C	Option D	ARO	Districts	MSRP
Altofer, Inc.	CAT 140M3	200-252	\$ 242,019.00	\$ 30,430.00	No Bid	\$ 1,900.00	No Bid	120-140	NE	39%
Erb Equipment	JD 770G	170-245	\$ 214,990.00	\$ 24,285.00	\$ 25,845.00	\$ 842.00	\$ 890.00	45	SL, SE	0%
Fabick CAT	CAT 140M3	200-252	\$ 239,040.00	\$ 26,500.00	No Bid	\$ 1,920.00	No Bid	180-270	SL, SE, NE, CD, SW	0%
Foley CAT Equipment	CAT 140M3	200-252	\$ 243,564.00	\$ 30,652.00	No Bid	\$ 1,998.00	NA	90-110	NW, KC, CD, SW	38.5%
Murphy Tractor	JD 770G	170-245	\$ 215,000.00	\$ 21,155.00	\$ 21,950.00	\$ 910.00	NA	60-90	NW, KC, CD, SW	25%
Tri-State Construction	JD 770G	170-245	\$ 213,500.00	\$ 21,155.00	\$ 21,950.00	\$ 910.00	NA	60-90	NE, CD	25%

Item #5 - Outright purchase of one (1) new 6WD articulated 6x6 motor grader, front wheel with dual/variable HP range - (140-240)

Vendor	Make/Model	HP	Base Bid	Option 1	Option 2	Option 3	Option 4	ARO	Districts	MSRP
Altofer, Inc.	CAT 12M3 AWD	189-252	\$ 251,982.00	\$ 30,430.00	No Bid	\$ 1,900.00	No Bid	120-140	NE	39%
Erb Equipment	JD 672G	175-195	\$ 224,200.00	\$ 24,500.00	\$ 25,845.00	\$ 1,040.00	\$ 1,000.00	45	SL, SE	0%
Fabick CAT	CAT 12M3 AWD	189-252	\$ 248,335.00	\$ 26,500.00	No Bid	\$ 1,920.00	No Bid	189-252	SL, SE, NE, CD, SW	0%
Foley CAT Equipment	CAT 12M3 AWD	200-252	\$ 263,300.00	\$ 30,652.00	No Bid	\$ 1,998.00	NA	90-110	NW, KC, CD, SW	38.5%
Murphy Tractor	JD 672G	170-245	\$ 224,500.00	\$ 21,155.00	\$ 21,950.00	\$ 940.00	NA	60-90	NW, KC, CD, SW	25%
Tri-State Construction	JD 672G	170-245	\$ 223,800.00	\$ 21,155.00	\$ 21,950.00	\$ 940.00	NA	60-90	NE, CD	25%

Item #6 - Outright purchase of one (1) new 6WD articulated 6x6 motor grader with dual/variable HP range - (185-275)

Vendor	Make/Model	HP	Base Bid	Option A	Option B	Option C	Option D	ARO	Districts	MSRP
Altofer, Inc.	CAT 140M3 AWD	210-272	\$ 274,812.00	\$ 30,430.00	No Bid	\$ 1,900.00	No Bid	120-140	NE	39%
Erb Equipment	JD 772G	202-250	\$ 244,100.00	\$ 23,450.00	\$ 25,730.00	\$ 915.00	\$ 875.00	45	SL, SE	0%
Fabick CAT	CAT 140M3 AWD	210-272	\$ 267,330.00	\$ 26,500.00	No Bid	\$ 1,920.00	No Bid	180-270	SL, SE, NE, CD, SW	0%
Foley CAT Equipment	CAT 140M3 AWD	220-272	\$ 270,731.00	\$ 30,652.00	No Bid	\$ 1,998.00	NA	90-110	NW, KC, CD, SW	38.5%
Murphy Tractor	JD 772G	170-245	\$ 243,500.00	\$ 21,155.00	\$ 21,950.00	\$ 910.00	NA	60-90	NW, KC, CD, SW	25%
Tri-State Construction	JD 772G	170-245	\$ 242,500.00	\$ 21,155.00	\$ 21,950.00	\$ 910.00	NA	60-90	NE, CD	25%



# Cass County Commission

102 East Wall • Harrisonville, Missouri 64701

**LUKE A. SCAVUZZO**

ASSOCIATE COMMISSIONER • DISTRICT 1

E-MAIL: [luke@cascounty.com](mailto:luke@cascounty.com)

PHONE: 816/380-8158

**JEFF COX**

PRESIDING COMMISSIONER

E-MAIL: [jeffc@cascounty.com](mailto:jeffc@cascounty.com)

PHONE: 816/380-8160

**JIMMY ODOM**

ASSOCIATE COMMISSIONER • DISTRICT 2

E-MAIL: [jimmyo@cascounty.com](mailto:jimmyo@cascounty.com)

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JAN CANTRELL

ADMINISTRATIVE ASSISTANT

E-Mail: [janc@cascounty.com](mailto:janc@cascounty.com)

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MICHELE PHILLIPS

H. R. DIRECTOR

E-Mail: [michelep@cascounty.com](mailto:michelep@cascounty.com)

Phone: 816/380-8103 Fax: 816/380-8113

February 18, 2016

Alyson Jones  
2100 Johnston Drive  
Raymore, Missouri 64083

Dear Alyson Jones,

The Cass County Commission, in official session on this date, appointed you to the Cass County Council on Aging Board. Your willingness to serve in this capacity on behalf of the citizens of Cass County is most sincerely appreciated.

Thank you for your service.

Very truly yours,

---

Jeff Cox  
Presiding Commissioner

---

Luke Scavuzzo  
Associate Commissioner  
District 1

---

Jimmy Odom  
Associate Commissioner  
District 2

# Certificate of Training

County Commissioners Association of Missouri

*Jeff Cox*  
*Cass County*

is awarded on this 12th day of February 2016, for having completed  
20 hours of training in accordance with Chap. 49.082(3) RSMo.

*Paul Spock*

President,  
County Commissioners  
Association of Missouri

Presiding Commissioner,  
Webster County

*Karen M. Miller*

First Vice President  
County Commissioners  
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